INTRADAY CONTINUOUS CAPACITY ALLOCATION RULES

for the

ITALIAN – SWISS BIDDING ZONE BORDER

VERSION 1.0

Section I. Introduction **3**
Article 1.01 General context 3
Article 1.02 Capacity Allocation Procedures 3
Article 1.03 Legal qualification of Capacity awarding pursuant to an Intraday Continuous Allocation 3
Section II. General **3**
Article 2.01 Definitions 3
Article 2.02 Intraday Continuous Allocations 5
Article 2.03 Initial quantities available for Intraday Continuous Capacity Allocation 5
Article 2.04 Valuation of allocated Capacities on an Intraday basis 5
Article 2.05 Basis on which Intraday Capacity is offered 6
Article 2.06 Firmness of PTRs and Guarantee of Nominations 6
Article 2.07 Transparency 6
Section III. Participation requirements **6**
Article 3.01 Requirements for participating in the Intraday Continuous Capacity Allocation 6
Article 3.02 Technical registration process 6
Article 3.03 Suspension, withdrawal and termination of the Market Participant's participation by the TSOs 7
Section IV. Intraday Continuous Capacity Allocation process **8**
Article 4.01 Capacity calculation 8
Article 4.02 Capacity Request and Capacity Allocation 8
Article 4.03 Case of daylight saving time 9
Article 4.04 Unavailability / cancellation of Intraday Continuous Capacity Allocation 9
Section V. Capacity Usage Rules **10**
Article 5.01 Usage of Intraday PTRs 10
Section VI. Miscellaneous **11**
Article 6.01 Information / notices 11
Article 6.02 Limitation of Liability 11
Article 6.03 Confidentiality 11
Article 6.04 Severability 11
Article 6.05 Applicable law, disputes and language 11
Article 6.06 Force majeure 12
Article 6.07 Duration 12
Article 6.08 Amendment of Rules 12
Appendix 2 ..... **15**

Section I. Introduction

Article 1.01 General context

These Rules contain the terms and conditions for the Intraday Continuous Capacity Allocation between the bidding zones of Italy and Switzerland which is jointly offered for both directions in form of Physical Transmission Rights (PTRs[1]) by the Italian and Swiss Transmission System Operators (TSOs), respectively Terna S.p.A. (Terna) and Swissgrid AG (Swissgrid). Terna and Swissgrid act as Allocation Operators, in this context.

These Rules describe (among other aspects) the requirements that Market Participants must fulfil in order to be able to participate in Intraday Continuous Capacity Allocations, the awarding of PTRs as a result of Intraday Continuous Capacity Allocation, and the utilization of allocated Capacity.

The present Rules are valid for an unlimited period unless otherwise provided by the Allocation Operators and what is stated in Article 3.03.

Article 1.02 Capacity Allocation Procedures

The Intraday Capacity is allocated in the form of PTRs. PTRs Holders are obliged to use their PTRs to the full amount.

The Intraday Continuous Capacity Allocation is conducted through a Capacity Allocation Platform (CAP) according to the First Come – First Served Principle in accordance with Section IV. Moreover, this Capacity Allocation Platform enables non-discriminatory connection of Market Participants intending to allocate Intraday Capacity between Italy and Switzerland. The Market Participant obtains PTRs which are subject to automatic Nomination at Terna and mandatory Nomination at Swissgrid.

All relevant information is made available on the websites of the Allocation Operators according to Article II.07.

Article 1.03 Legal qualification of Capacity awarding pursuant to an Intraday Continuous Allocation

The PTR Allocation concerns only Capacity between the bidding-zone borders. The Intraday Continuous Capacity Allocation and awarding of PTRs oblige the Market Participant to use Intraday Capacity. PTR Holders can invoke vis-à-vis the TSOs no other right than that the Allocated Capacity is made available to them subject to the provisions in these Rules. At the same time the Rules set forth the terms and conditions for Market Participants to acquire PTRs.

Section II. General

Article 2.01 Definitions

In these Rules (including any Annexes, Appendices, Attachments and Forms) the terms beginning with a capital letter and defined below (where appropriate in plural) shall have the meanings specified in this Article (unless the context requires otherwise).

PTRs, in IT-CH Intraday Continuous Capacity Allocation mechanism, are always subject to automatic nomination on Terna's side and mandatory nomination by Market Participants on Swissgrid's side.

Allocation Operator: both Terna and Swissgrid are referred to as Allocation Operators. Terna and Swissgrid operate the Intraday Continuous Capacity Allocation, respectively for the direction Italy to Switzerland and Switzerland to Italy.

Balance Group Contract:

a. the agreement between a Market Participant on the one hand and Swissgrid on the other hand and which any participant who has signed a participation agreement has to comply with. The relevant documents are available here: Sectoral contracts and annexes.
b. the Market Participant has to be recognized by the Italian regulatory authority as representative of a balance group

BRP Contract: the agreement that defines the responsibilities of a Balance Responsible Party towards the TSO for maintaining balance between energy schedules and actual injections/withdrawals.

Bidding Zone Border Capacity or Capacity: cross-border electricity transfer capacity on the Bidding Zone Border between Italy and Switzerland.

Capacity Allocation Platform (CAP): means an internet-based platform to perform the Intraday Continuous Capacity Allocation functionally operated by the Allocation Operators.

Day of Delivery: the day for which the PTR is obtained in an Allocation.

Emergency Situation: a situation where the Transmission System Operator must act in an expeditious manner and redispatching or countertrading is not possible.

Explicit Allocation or Allocate Explicitly: refers to the Allocation process to allocate Capacity only, without the energy transfer.

First Come – First Served Principle: Allocation method whereby the Requests of Market Participants, until Gate Closure Time, are served exclusively according to the time of the Request reception.

GUI: Graphical User Interface of the CAP.

ICMR (Italian Congestion Management Rules): regulatory framework governing the allocation of cross-zonal transmission capacity and the management of congestion on the Italian interconnections.

Intraday Continuous Allocation: the process by which PTRs are attributed to Market Participants via the CAP in response to a Request sent by a Market Participant on an Intraday basis.

Market Participant: a legal person, which participates, intends to participate or has participated in a PTR Allocation by submitting one or more Requests and which has been registered for that purpose in accordance with the procedures and requirements set forth in Article 3.01 of these Rules.

Market Time Unit (MTU) (or 15 Minutes): The smallest unit of time for which an Allocation of Capacity can be made.

Nomination: the submission of external commercial trade schedule to Swissgrid and Terna by a Market Participant according to the Rules set out by the respective TSO. The values of the schedule shall be equal to the PTRs awarded to him.

Party: designated TSO, Allocation Operator or Market Participant.

Physical Transmission Right (PTR): Standard PTRs are the right to use Capacity allocated to a Market Participant expressed in MW. PTRs, in IT-CH Intraday Continuous Capacity Allocation mechanism, are always subject to automatic nomination on Terna's side and mandatory nomination by Market Participants on Swissgrid's side.

PTR Holder: the legal entity (Market Participant), which has obtained PTRs in the Allocation.

Request (or Capacity Request): the request sent by a Market Participant to acquire PTRs through Intraday Continuous Allocation.

Rules: these Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border.

Statement of Acceptance (SOA): the declaration by which a legal entity undertakes to comply with the terms and conditions contained in the Rules. The standard declaration form can be found in Appendix **1**

Statement Of Acceptance (SOA)

Market Participant:

Company name: _____

Address: _____

Place: _____

EIC Code: _____

DB User Account:

First/surname: _____

Fixed line number: _____

Mobile telephone: _____

E-Mail: _____

DB Account already exists: YES NO

If existing, please state in the line below the 8 characters user account starting with CX…

We hereby declare our intention to participate in the Intraday Continuous Capacity Allocation of available Bidding Zone Border Capacity for electricity transfers between Switzerland and Italy. We fulfil all participation requirements of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border in the valid version, which is in force at the time of relevant transactions by us. Moreover, we have read and fully accept to abide and to be bound by all rules and regulations and data exchange requirements of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border which have been published on the Web-sites of Terna and Swissgrid.

We acknowledge that our SOA shall be automatically terminated in case regulations of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border are breached and/or in cases provided under article 3.04 (5).

_____

Date

_____

Name and Position

_____

Signature

Signature

.

Swissgrid (Swissgrid AG): Swissgrid with registered office at Bleichemattstr 31, 5001 Aarau, Switzerland and commercial register number CH-400.3.026.187-4 – the Swiss Transmission System Operator and Allocation Operator according to these Rules.

Terna ("Terna S.p.A.") with registered office at Viale E. Galbani no. 70 - 00156 – Rome: The Italian Transmission System Operator and Allocation Operator according to these Rules.

Transmission System Operators (TSOs): the Transmission System Operators Swissgrid AG ("Swissgrid") and Terna S.p.A. ("Terna").

Article 2.02 Intraday Continuous Allocations

Intraday Continuous Capacity Allocations are implemented for both directions of the Italian-Swiss bidding zone border, in accordance with Section IV.

Article 2.03 Initial quantities available for Intraday Continuous Capacity Allocation

Intraday Capacity between the bidding zones of Italy and Switzerland is made available to Market Participants in Intraday Continuous Capacity Allocations if this is consistent with a safe operation of the power system. The Capacity made available for the Intraday Continuous Capacity Allocation takes into account the netted values of the nominated yearly, monthly, daily and Intraday PTRs.

The conditions under which the available Intraday Capacity is published and updated during the Intraday Continuous Capacity Allocation are further detailed in Article 4.01.

Article 2.04 Valuation of allocated Capacities on an Intraday basis

There is no price set for the Intraday Capacity.

Article 2.05 Basis on which Intraday Capacity is offered

(1) Intraday Capacity is offered in units of 0.1 MW.
(2) Intraday Capacity is offered with a time resolution of 15 (fifteen) minutes (= MTU).
(3) PTR holders are obliged to use the PTRs obtained in their totality as further described under Section V.

Article 2.06 Firmness of PTRs and Guarantee of Nominations

PTRs and the resulting Nominations as defined in Article 5.01 are firm except in case of Emergency Situation or for circumstances that constitute force majeure as defined under Article 6.06.

Article 2.07 Transparency

The following information regarding the Intraday Continuous Capacity Allocations is made available on each Allocation Operator website directly or by reference:

a. these Rules, and any alterations thereof;
b. announcements pursuant to these Rules;
c. information on the Intraday Continuous Capacity Allocation process;
d. names, telephone number(s) e-mail address(es) of contact persons of the Allocation Operators;

e. initial Intraday Capacity available before the opening of the Intraday Continuous Capacity Allocation process;
f. allocation results;
g. other relevant information.

Section III. Participation requirements

Article 3.01 Requirements for participating in the Intraday Continuous Capacity Allocation

In order to participate in the Intraday Continuous Capacity Allocation a Market Participant:

a. must have entered into a balancing agreement (Balance Group Contract) in Switzerland with Swissgrid and
b. must have a BRP contract in Italy.
c. must register at Swissgrid via mail submitting a completed Statement Of Acceptance (SOA) form (Appendix 1) confirming the compliance with the above mentioned requirements and the acceptance of these Rules. This SOA is specific to these Rules and applies only to the participation in the Intraday Continuous Capacity Allocation on Italian-Swiss border.
d. must be compliant with the Italian Congestion Management Rules (ICMR)

Once the Market Participant has been successfully registered, the Market Participants is obliged to inform as soon as reasonably possible the Allocation Operators of any changes that could affect the proper execution of the present Rules.

Article 3.02 Technical registration process

The Market Participant has to tick the corresponding checkbox in the Swissgrid customer portal for participating at the Intraday Continuous Capacity Allocation on Italian – Swiss border. Afterwards the Market Participant automatically receives these Intraday Continuous Capacity Allocation rules including the SOA via e-mail.
At the same time, Market Participants are required to comply with Annexes 1 and 2 of the ICMR and, upon duly completing and signing the relevant attachments, shall submit them to the following email address: gestione.upvucv@terna.it.
Once Swissgrid receives the SOA from a Market Participant as mentioned in Article 3.01 it will coordinate and verify the corresponding information with Terna. If the verification is successful, Swissgrid will authorize the Market Participant to participate in the Intraday Continuous Capacity Allocation on the Italian - Swiss bidding zone border.
Usually, the Market Participant can receive access on the CAP for the Italian - Swiss border within 15 working days after Swissgrid receives the SOA. Swissgrid will send the Market Participant an e-mail with the exact activation date.

In case of problems with the CAP (for instance the loss of login/password or blocking of the account), the Market Participant shall contact the hotline hosted by Swissgrid (contact details available in Appendix 2).

Article 3.03 Suspension, withdrawal and termination of the Market Participant's participation by the TSOs

(1) At all times, Market Participants must refrain from any action or behavior which adversely affects or threatens to adversely affect competition in the Request proceedings or which aims at gaming or which in any other way disrupts or threatens to disrupt the Intraday Continuous Allocation proceedings, or the transparency, cost-effectiveness or fairness thereof.
This includes every type of behavior that leads to a systematic blocking of Capacity for other Market Participants. Blocking can mean, for example, but not limited to, the repeated Requests by the same Market Participant in one direction followed by the corresponding allocation of Capacity but without effectively using the allocated Capacity and instead performing a Request of Capacity followed by the corresponding allocation for the same delivery time in the other direction. For further details Market Participants can refer to the GUIDANCE NOTE (1/2018) ON THE APPLICATION OF ARTICLE 5 OF REMIT ON THE PROHIBITION OF MARKET MANIPULATION TRANSMISSION CAPACITY HOARDING (1st Edition, 22 March 2018).

(2) TSOs will regularly monitor the behavior of Market Participants with regard to acquisition and usage of PTRs. Market Participants who act (or on which behalf it is acted) in violation of the first paragraph will be informed by the TSOs and asked to adapt their behavior. In case Market Participants persist in acting (or on which behalf it is acted) in violation of the first paragraph, TSOs will report them to the National Regulatory Authorities for further investigation of potential market abuse.

(3) At all times, Market Participants must refrain from any action or behavior, which could negatively impact the Intraday Continuous Capacity allocation by misusing the Capacity Allocation Platform in a way that causes damage to the system or decreases the performance of the system. Market Participants whose actions negatively affect the operation of the platform due to their behavior can be suspended following the procedure described in the following paragraph.

(4) Should the Market Participant in any manner, not fulfil any material obligations of the Rules, then each of the TSOs individually may suspend the Market Participant's participation in the Intraday Continuous Capacity Allocation, as long as the Market Participant does not prove that he complies with the Rules.
To this end, the TSO(s) should first notify the violation to the Market Participants and give him a reasonable time to remedy this violation. If after this time for remedy the Market Participant still does not comply with the Rules, then the TSO(s) is (are) entitled to suspend the participation of the Market Participant.
The TSO(s) shall then notify in writing to the Market Participant the suspension of its participation.
This notification of suspension indicates:
- the reasons for the suspension of the Market Participant's participation; and
- the date and time of the suspension of the Market Participant's participation.

The TSO(s) shall notify the Market Participant of the end of the suspension and the date of the Intraday Continuous Capacity Allocation he is going be allowed to participate again.
The TSO(s) shall also notify the competent regulatory authority(ies) the reason and the date and time of the suspension as well as the date of the Intraday Continuous Capacity Allocation the Market Participant will be allowed to participate to.

(5) The SOA that each Market Participant is required to sign in order to adhere to this Rules, together with the Market Participant's participation in the Intraday Continuous Capacity Allocation, is strictly dependent upon the Market Participant being, and remaining for all the duration of these Rules, a party to the BRP Contract.

Any termination of and any withdrawal from the BRP Contract by the Market Participant shall automatically result in the termination/cessation of the SOA and of Market Participant's participation in the Intraday Continuous Capacity Allocation, without the need for any further notice or action by the TSOs.

Section IV. Intraday Continuous Capacity Allocation process

The available Capacity for Intraday Continuous Capacity Allocation is jointly determined by the TSOs according to this Section.

Article 4.01 Capacity calculation

The available Intraday Capacity in each direction for each MTU for the relevant Day of Delivery is computed on the preceding day (D-1) according to Article 2.03 and published on the CAP no later than 22.50 CE(S)T.

The available Intraday Capacity for a certain MTU is adjusted by the CAP, following each Intraday Continuous Allocation for that MTU. The available Intraday Capacity is updated on the CAP after each allocation.

The TSOs may reassess the available Intraday Capacity for each MTU for the Day of Delivery, based on grid security and are entitled to modify the available Intraday Capacity within the day on the CAP if necessary.

Article 4.02 Capacity Request and Capacity Allocation

Intraday Capacity is exclusively allocated through the CAP for both directions of the bidding zone border.

The Market Participant, after gaining access to the CAP, can request Capacity for the MTU of its choice. The Available Intraday Capacity is allocated to Market Participants in accordance with an automatic First Come - First Served Principle. This means that available Intraday Capacity is exclusively allocated according to the reception time of Requests: each Capacity Request receives a timestamp upon receipt by the application server. Two requests cannot receive identical timestamps.

The Market Participant will receive information regarding the Capacity Request from the CAP as soon as the Capacity Allocation has been performed, if the Market Participant's request leads to a successful Allocation on the CAP.

Swissgrid: It is the Market Participants responsibility to provide their Nomination towards Swissgrid in line with the processes described in Section V. Capacity Usage Rules.

Terna: Terna will perform an Automatic Nomination based on PTRs acquired on the CAP.

The CAP will be opened for the submission of Capacity Requests from 22.50 CE(S)T on the day preceding the Day of Delivery (D-1) and closes from 08:30 at the Day of Delivery (D) until 10:50 at the Day of Delivery (D). Capacity Request and Capacity Allocation are possible until one hour before the start of the Delivery of the MTU. The CAP will automatically decline to process Capacity Requests by the Market Participant, which are not submitted in accordance with these Rules.

Article 4.03 Case of daylight saving time

The day on which the time changes from winter time to summer time has 23 hours. As a result, clocks advance from 02:00 CET to 03:00 CEST. On the CAP, this jump is displayed with the hour 01:00-03:00.

The day on which the time changes from summer time to winter time has 25 hours. As a result, the hour 02:00 CEST to 03:00 CET takes place twice for that day and is denoted with an “A” for summer time and with a “B” for winter time, e.g. 02:00A-03:00A or 02:00B-03:00B.

Article 4.04 Unavailability / cancellation of Intraday Continuous Capacity Allocation

This Article 4.04 only concerns Capacity that has not already been allocated.
Without prejudice to Article 2.06, Allocation Operators may be forced to cancel or interrupt an Intraday Continuous Allocation in the event described under Article 4.04 (1) and/or Article 4.04 (2);

(1) Programmed unavailability
Necessary maintenance operations may cause temporary unavailability of the information system or of the Nomination systems of the Allocation Operators or of the CAP. In such cases, the Intraday Continuous Capacity Allocation may be cancelled for one or more hours.

(2) Not-programmed unavailability
In case of not-programmed unavailability or of technical difficulties in the functioning of the information system or of the Nomination systems of the Allocation Operators or of the CAP, the Intraday Continuous Capacity Allocation may be cancelled for one or more hours.

(3) Consequences
In case of an unavailability of Intraday Continuous Capacity Allocation as mentioned under this Article 4.04, the following principles shall apply:

- The Allocation Operators use their best effort to minimize the disturbance caused to Market Participants.
- If the programmed unavailability involves the cancellation of the Intraday Capacity Allocation for one or more MTUof delivery, Allocation Operators will inform Market Participants with a reasonable period of notice.
- In any such event mentioned under Article 4.04 (1) and (2), the Market Participant has no right to claim compensation for any kind of damage arising out of the aforementioned unavailability.

Section V. Capacity Usage Rules

Article 5.01 Usage of Intraday PTRs

It is the Market Participants responsibility to retrieve the required information from the CAP for the Nomination only towards the TSO Swissgrid, sinceTerna will perform an Automatic Nomination based on PTRs acquired on the CAP.The PTRs received from the Allocation on the CAP, as described in REF _Ref34809194 \r \h Section IV, must be used to their full amount (obligation). The Nomination to the TSO Swissgrid shall be performed as soon as possible after the successful Allocation.

Following Intraday Continuous Capacity Allocations, Market Participants must send their Nomination to Swissgrid in accordance with the Nomination processes of Swissgrid. The Intraday Nomination instructions of Swissgrid can be found in the Balance Group Contract published on www.swissgrid.ch. As already mentioned, Terna will perform an Automatic Nomination based on PTRs acquired on the CAP.

Section VI. Miscellaneous

Article 6.01 Information / notices

Any notice given under these Rules is to be in writing and must be addressed to all TSOs at the address as regulated by local market rules. Any question or requests specifically regarding the CAP shall be addressed to Swissgrid at the address mentioned in Appendix 2.
Any notice addressed by any TSO to any Market Participant must be addressed at the Market Participant's address mentioned in Appendix 1.

Article 6.02 Limitation of Liability

The TSOs shall make available Capacity to be allocated through the Intraday Continuous Capacity Allocation subject to the technical feasibility to offer the Intraday Continuous Allocation and a safe operation of the power system can be secured.
The TSOs are not liable for any possible damage which may occur to the Market Participants within the scope of their participation in the Intraday Continuous Capacity Allocation.

Article 6.03 Confidentiality

(1) The Market Participants shall treat all information disclosed pursuant to these Rules as confidential and shall refrain from disclosing such information to any third party without the prior consent of the TSOs.

(2) Paragraph (1) shall not apply to:

- enquiries of regulators, governments and/or other administrative authorities,
- enquiries of courts of law and arbitrators for technical or security reasons,
- information exchanged between Allocation Operators and/or between Allocation Operators and the provider of the CAP,
- circulation to consultants to the ones assigned by TSOs, Allocation Operator or one of the above institutions who are subject to confidentiality undertakings or professional confidentiality obligations.

Article 6.04 Severability

If any part of these Rules is found to be invalid, illegal or unenforceable by a public authority or court, the remaining part of the same Rules shall continue to be valid and enforceable to the extent permitted by law.

Article 6.05 Applicable law, disputes and language

(1) In the event of disputes over the rights and obligations resulting from these Rules for the Allocation Operator and the Market Participants, an ordinary court shall pass judgement. All disputes among Swissgrid and Market Participants, arising from these Rules, are governed exclusively by Swiss law and Swiss courts. All disputes among Terna and Market Participants, arising from these Rules, are governed exclusively by Italian law and Italian courts. All disputes that involve both Swissgrid and Terna (with or without the involvement of Market Participants) are governed by Belgian law and the courts of Bruxelles.

(3) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(4) Notwithstanding any translations that may be made, whether signed or not, the only legal binding version is this English language version.

Article 6.06 Force majeure

“Force Majeure” means, in the context of these Rules, any unforeseeable or unusual event or situation beyond the reasonable control of a Party, and not due to a fault of the Party. It cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively verifiable. For that reason, it makes it impossible for the Party to fulfil, temporarily or permanently, its obligations.

The Party, which invokes force majeure, shall send the other Party/Parties a formal written notice describing the nature of the force majeure event and its probable duration.

The obligations of a Party subject to force majeure, with the exception of confidentiality obligations defined in Article 6.03, shall be suspended from the date of beginning of the event caused by Force Majeure.

The Party can in no circumstances be held responsible or held liable to pay any compensation for damage suffered, due to the non-performance or faulty performance of all or part of its obligations, when such non-performance or faulty performance is due to Force Majeure.

The Party, which invokes Force Majeure, shall make every possible effort to limit the consequences and duration of Force Majeure.

If the event that Force Majeure lasts for more than thirty (30) days, either Party may suspend or terminate its participation to these Rules by sending a registered mail or email with acknowledgement of receipt with due explanation, to the other Party affected by it under the present Rules. The withdrawal from or suspension of these Rules will take effect on the date of receipt of the said notice.

Article 6.07 Duration

The present Rules and their attachments shall take effect upon signature by the Market Participant and shall remain valid for an indeterminate period of time unless terminated.

Market Participants may terminate these Rules at any time with at least three (3) months prior written notice by registered letter without the need to give any reason.

Article 6.08 Amendment of Rules

These Rules may be modified jointly by Terna and Swissgrid with the aim of clarifying them or supplementing them.
Moreover, these Rules are subject to legal and technical conditions at the time of their creation. In the event of a material change in these conditions, particularly following legal requirements, government action or rules imposed by regulatory authorities, or if improvements are made to the Intraday Continuous Allocation process, the Rules will be modified as appropriate.
The modified Rules will take effect at the date mentioned in the modified Rules after advice and/or approval from ElCom and ARERA and if required by law, the formal consultation of all interested stakeholders. They will be published on the websites of the TSOs where applicable. Market Participants shall be informed in accordance with Article 2.07 at least 30 days before new rules enter into effect.
Amendments to the Rules have no impact on the validity of the SOA signed by the Participant. This SOA continues to be in force and includes acceptance of the modifications made to the Rules, without prejudice to the Market Participant’s right to request withdrawal of its entitlement.

Market Participants shall be informed in due time before new Rules enter into effect.

Appendix 1

Statement Of Acceptance (SOA)

Market Participant:

Company name: _____

Address: _____

Place: _____

EIC Code: _____

DB User Account:

First/surname: _____

Fixed line number: _____

Mobile telephone: _____

E-Mail: _____

DB Account already exists: YES ☐ NO ☐

If existing, please state in the line below the 8 characters user account starting with CX…

_____

We hereby declare our intention to participate in the Intraday Continuous Capacity Allocation of available Bidding Zone Border Capacity for electricity transfers between Switzerland and Italy. We fulfil all participation requirements of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border in the valid version, which is in force at the time of relevant transactions by us. Moreover, we have read and fully accept to abide and to be bound by all rules and regulations and data exchange requirements of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border which have been published on the Web-sites of Terna and Swissgrid.

We acknowledge that our SOA shall be automatically terminated in case regulations of the Intraday Continuous Capacity Allocation Rules for the Italian – Swiss Bidding Zone Border are breached and/or in cases provided under article 3.04 (5).

_____

Date

_____

Name and Position

_____

Signature

Signature

Appendix 2

Contacts

Terna

Registration process

gestione.upvucv@terna.it

Contractual Questions

contratti@terna.it

Operational Questions:

Phone: +06 8315 5636
E-Mail: terna.schedule@terna.it, Market-Operation@terna.it

Swissgrid AG

Contractual Questions / Registration
Swissgrid is the single point of contact for contractual and registration issues

Swissgrid – Hotline

Phone: +41 58 580 30 77
E-Mail: balancegroup@swissgrid.ch

Operational Questions
Swissgrid is the single point of contact for operational issues regarding the CAP.

Swissgrid – Hotline

Phone: +41 58 580 29 11
E-Mail: scheduling.intraday@swissgrid.ch

Bleichemattstrasse 31
5001 Aarau
Switzerland

E-Mail: info@swissgrid.ch
Phone: 0041 848 014 014