

Response Services Procurement Rules

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Contents

1	Introduction	3
2	Changes to these Procurement Rules	3
3	Defined Terms and Interpretation	3
4	Registration of Registered Auction Participants	4
5	Pre-qualification of Eligible Assets	4
6	Allocation of Eligible Assets to Auction Units	5
7	Buy Orders	6
8	Sell Orders	7
9	Market Clearing Rules	9
10	Warranties and Undertakings	11
11	Daily Auction Reports	11
12	Formation of Contracts	12
13	Confidentiality	12
14	Exceptional Circumstances	13
15	Use of Designated Auction Platform	13
16	Accuracy of Information	14
17	Intellectual Property	14
18	Viruses	15
19	Costs	15
20	Site Export and Import Limits	15
21	Notices	15
22	Dispute Resolution	15
23	Governing Law and Jurisdiction	16
	SCHEDULE 1 – DEFINED TERMS	17
	SCHEDULE 2 – REGISTRATION AND PRE-QUALIFICATION PROCEDURE	26

1 Introduction

- 1.1 These **Procurement Rules** describe the eligibility rules and processes by which **NGESO** will procure **Auction Products** from prospective **Service Providers**.
- 1.2 Subject always to paragraph 1.3, only with respect to **Contracts** formed pursuant to these **Procurement Rules** will the **Response Service Terms** apply to the provision of, and payment for, **Auction Products** from **Auction Units**.
- 1.3 These **Procurement Rules** supplement, and should be read alongside, the following documents, which together constitute the “**Response Procurement Documentation**”:-
 - 1.3.1 the **Response Service Terms**;
 - 1.3.2 the **Balancing Services Glossary of General Terms and Rules of Interpretation**;
 - 1.3.3 the **Common Flexibility Service Terms and Conditions** to the extent that any of its provisions are incorporated by any of the other **Response Procurement Documentation** into such document(s); and
 - 1.3.4 such other document(s) as **NGESO** may designate from time to time as comprising a part of the **Response Procurement Documentation**.
- 1.4 These **Procurement Rules** shall be effective from the date shown on the front cover of this document or from any later date which may be published by **NGESO** prior to that date (“**Effective Date**”), from which **Orders** may be submitted under these **Procurement Rules** for **Service Windows** falling in **Service Days** from and including the **EAC Go-Live Date**.

2 Changes to these Procurement Rules

- 2.1 Subject always to paragraph 2.2, **NGESO** may update these **Procurement Rules** from time to time by publication of an updated version on its website, and each such updated version shall be effective from the date shown on its front cover.
- 2.2 To the extent required by the **Electricity Balancing Regulation** (and by reference to those provisions of the **Response Procurement Documentation** constituting terms and conditions approved by the Authority as the terms and conditions related to balancing pursuant to Article 18 of the **Electricity Balancing Regulation**), any variation to these **Procurement Rules** will be proposed and implemented in accordance with the applicable requirements in the **Electricity Balancing Regulation**.

3 Defined Terms and Interpretation

- 3.1 Unless the context otherwise requires, any capitalised term used in these **Procurement Rules** shall have the meaning given to it (if any) in either Schedule 1 or the prevailing **Balancing Services Glossary of General Terms and Rules of Interpretation** (as the case may be).
- 3.2 The rules of interpretation set out in the **Balancing Services Glossary of General Terms and Rules of Interpretation** shall also apply to these **Procurement Rules**.

3.3 For the purposes of paragraph 3.1, with respect to any **Sell Order**, “prevailing” shall mean the latest version of the applicable document which is in effect at the time of submission of that **Sell Order**.

4 Registration of Registered Auction Participants

4.1 Subject always to paragraph 4.3, no entity may participate in an **Auction** unless and until **NGESO** has confirmed that it is a **Registered Auction Participant** in accordance with the **Registration and Pre-Qualification Procedure**.

4.2 Where **NGESO** determines (acting reasonably) that any details provided, including confirmations and declarations given by, a **Registered Auction Participant** pursuant to the **Registration and Pre-Qualification Procedure** are no longer true and/or accurate, then **NGESO** may (but shall not be obliged to) de-register the relevant entity as a **Registered Auction Participant** and/or **Registered Service Provider** (as the case may be). Such de-registration shall be notified by **NGESO** to the **Registered Auction Participant** by email, whereupon it may no longer participate in the **Auctions** with respect to any **Auction Unit** unless and until it is re-registered in accordance with these **Procurement Rules** and the **Registration and Pre-Qualification Procedure**.

4.3 An entity which has been confirmed as a **Registered Auction Participant** may only submit a **Sell Order** for an **Auction Product** and **Auction Unit** in respect of **Plant** and **Apparatus** where:-

4.3.1 such **Plant** and **Apparatus** has been pre-qualified by **NGESO** to that **Auction Product** as an **Eligible Asset** subject to and in accordance with paragraph 5; and

4.3.2 such **Eligible Asset** has been allocated to that **Auction Unit** with a **Maximum Registered Capacity** subject to and in accordance with paragraph 6.

5 Pre-qualification of Eligible Assets

5.1 **Plant** and **Apparatus** may be notified by the **Registered Auction Participant** to **NGESO** for pre-qualification as an **Eligible Asset** in accordance with the process described in the **Registration and Pre-Qualification Procedure**.

5.2 The pre-qualification of **Plant** and **Apparatus** as an **Eligible Asset** shall relate to a specific **Auction Product** and in respect of that **Auction Product** for a specific **Maximum Registered Product Capacity** and for the avoidance of doubt **Plant** and **Apparatus** may be pre-qualified as an **Eligible Asset** in relation to more than one **Auction Product**.

5.3 Where **NGESO** determines (acting reasonably), having regard to declarations of unavailability notified by the **Registered Auction Participant** pursuant to the **Response Service Terms** or otherwise, that any **Eligible Asset** is no longer capable of providing its **Maximum Registered Product Capacity** with respect to any relevant **Auction Product**, then **NGESO** shall so notify the **Registered Auction Participant** whereupon the **Eligible Asset** shall no longer be pre-qualified to the relevant **Auction Product(s)**, and in respect thereof any allocation of that **Eligible Asset** to an **Auction Unit** pursuant to paragraph 5 shall immediately cease but in relation to that **Auction Product** only.

- 5.4 For the avoidance of doubt, where an **Eligible Asset** is no longer pre-qualified in the circumstances described in paragraph 5.3, its constituent **Plant** and **Apparatus** may subsequently be notified by the **Registered Auction Participant** for pre-qualification once more in accordance with this paragraph 5.

6 Allocation of Eligible Assets to Auction Units

- 6.1 With respect to any **Auction Product**, an **Eligible Asset** may be allocated by the **Registered Auction Participant** to one or more **Auction Units** in accordance with the process described in the **Registration and Pre-Qualification Procedure**.
- 6.2 Where an **Eligible Asset** is allocated at any time to more than one **Auction Unit**, each **Maximum Registered Product Capacity** shall be split across each such **Auction Unit** in such proportions as shall be specified by the **Registered Auction Participant** at the time of allocation, but so that in relation to any **Auction Product** the sum of all such proportions shall not at any time exceed (and for the avoidance of doubt may be less than) one hundred per cent (100%) of that **Eligible Asset's Maximum Registered Product Capacity**.
- 6.3 For the avoidance of doubt, an **Auction Unit** may be comprised of one or more **Eligible Assets** which may each be pre-qualified to more than one and/or for different **Auction Products**.
- 6.4 At any time, and based upon the prevailing allocation of **Eligible Assets** to it, an **Auction Unit** shall have:-
- 6.4.1 in relation to each **Auction Product**, a **Maximum Unit Product Capacity**, defined as the aggregate of the **Maximum Registered Product Capacities** (or specified proportions thereof where applicable); and
- 6.4.2 in relation to all **Auction Products** in a particular **Product Direction**, a **Maximum Unit Product Direction Capacity**, defined as the highest aggregate **Maximum Registered Product Capacity** (or specified proportion thereof where applicable), of all such **Auction Products**,

which shall define the eligibility of that **Auction Unit** to participate in the **Auctions** with respect to an **Auction Product**.

- 6.5 Notwithstanding allocation of an **Eligible Asset** to an **Auction Unit**, **NGESO** may determine (at its sole discretion) that a **Registered Auction Participant** may not submit a **Sell Order** with respect to any **Auction Unit** if that **Auction Unit** is comprised of one or more **Eligible Assets** whose location would mean delivery of the applicable **Auction Product** would compromise operational security.
- 6.6 It is a further pre-condition to participation in an **Auction** that, in respect of each **Auction Unit** which is **BM Participating** and for the duration of each relevant **Service Window** the subject of a **Sell Order**, all and any energy volumes associated with the delivery of the relevant **Auction Product** pursuant to any **Contract** will be included within the **Applicable Balancing Services Volume Data**. In respect of each **Auction Unit** which is not **BM Participating** energy volumes associated with the delivery of **Auction Products** are not currently included in the **Applicable Balancing Services Volume Data** but this may change following industry consultation.

7 Buy Orders

- 7.1 **Buy Orders** for any **Auction Product** and **Service Window**, may be submitted (and updated) by **NGESO** on the **Designated Auction Platform** at any time prior to the **Auction Closing Time** (or later as provided in paragraph 7.5).
- 7.2 Each **Buy Order** must include (in the correct format as specified from time to time by the **Auction Administrator**):-
- 7.2.1 a unique “order ID” allocated to the **Buy Order** by the **Auction Administrator**;
 - 7.2.2 the applicable **Auction Product**;
 - 7.2.3 the applicable **Service Window** over which it is defined;
 - 7.2.4 a **Bid Quantity** (in MW) for the **Auction Product**, representing all or part of **NGESO**’s requirement for the **Auction Product** in the applicable **Service Window** (which must be an integer and, for the avoidance of doubt, may be zero (0) MW);
 - 7.2.5 a single **Bid Price** (where the applicable pound and pence figures shall each be an integer, and which is not less than the **Minimum Market Price** and not greater than the **Maximum Market Price**), representing **NGESO**’s price limit for the applicable **Auction Product** and **Service Window** (which for the avoidance of doubt may be positive, negative or zero (0) £/MW/h); and
 - 7.2.6 a **Paradoxical Acceptance Indicator**, which is either “True” or “False”, indicating if the **Market Clearing Price** for the applicable **Auction Product** and **Service Window** may exceed the **Bid Price** of the **Buy Order**.
- 7.3 **Buy Orders** may indicate a **Buy Order Substitutable Family**, which associates the **Buy Order** with one or more other **Buy Orders** defined on **Concomitant Service Windows** and different **Auction Products**.
- 7.4 **Buy Orders** shall not be visible to **Registered Auction Participants** on the **Designated Auction Platform** until publication in the **Daily Auction Report** pursuant to paragraph 11.
- 7.5 A **Buy Order** shall not be capable of being changed by **NGESO** after the **Auction Closing Time**, save in exceptional circumstances where, in **NGESO**’s reasonable opinion and having regard to market activity, there is a need to protect the integrity of the **Auctions**.
- 7.6 If, in the sole judgment of **NGESO** or (where not **NGESO**) the **Auction Administrator**, **NGESO** has failed to submit a correct and valid **Buy Order** in accordance with this paragraph 7, **NGESO** or the **Auction Administrator** reserve the right to:-
- 7.6.1 deem that **Buy Order** to be valid and correct; or
 - 7.6.2 cancel a **Buy Order**; and/or
 - 7.6.3 take any other action as it deems appropriate in the circumstances.

8 Sell Orders

- 8.1 Where a **Registered Auction Participant** shall have pre-qualified one or more **Eligible Assets** to an **Auction Product** pursuant to paragraph 5 and allocated any such **Eligible Asset(s)** to an **Auction Unit** pursuant to paragraph 6, and except as provided in paragraphs 6.4 and 6.6, it may submit **Sell Orders** with respect to that **Auction Unit**, each for one or more **Auction Products** and a single **Service Window** in accordance with the following provisions of this paragraph 8.
- 8.2 Each **Sell Order** must include (in the correct format as specified from time to time by the **Auction Administrator**):-
- 8.2.1 the name of the **Registered Auction Participant**;
 - 8.2.2 a unique "order ID" allocated to the **Sell Order** by the **Auction Administrator**;
 - 8.2.3 the Basket ID of the **Basket** to which it belongs as described further in paragraph 8.4;
 - 8.2.4 the identity of the **Auction Unit**;
 - 8.2.5 the applicable **Service Window** over which it is defined;
 - 8.2.6 for the purpose of operation of the **Market Clearing Rules**, an indication of its **Sell Order Type** (being **Parent Order**, **Child Order**, or **Substitutable Child Order**); and
 - 8.2.7 a single **Offer Price** (where the applicable pound and pence figures shall each be an integer), and which is not less than the **Minimum Market Price** and not greater than the **Maximum Market Price**.
- 8.3 Additionally, each **Sell Order** which is a **Parent Order** may include, and each **Sell Order** which is a **Child Order** or **Substitutable Child Order** must include:-
- 8.3.1 one or more **Auction Product(s)** to each of which at least one **Eligible Asset** allocated to the **Auction Unit** must be pre-qualified;
 - 8.3.2 for each of such **Auction Products** comprising the **Sell Order**, a unique "Product ID" allocated to the **Auction Product** by the **Auction Administrator**; and
 - 8.3.3 for each of such **Auction Products** comprising the **Sell Order**, an **Offered Quantity** (in MW), which shall be an integer not less than one (1) MW.
- 8.4 By the use of **Baskets**, **Registered Auction Participants** may submit **Sell Orders** for any single **Auction Unit** which are mutually exclusive over **Concomitant Service Windows**, in accordance with the following provisions:-
- 8.4.1 each **Basket** shall have a unique "Basket ID" allocated to the **Basket** by the **Auction Administrator**;
 - 8.4.2 each **Basket** shall be defined over a single **Auction Unit** and **Service Window**;

- 8.4.3 each such **Sell Order** must belong to one (1) **Basket**;
- 8.4.4 each such **Sell Order** must be defined over the same **Auction Unit** and **Service Window** as the **Basket** to which it belongs; and
- 8.4.5 a **Basket** shall contain one **Parent Order** and may additionally contain one (1) or more **Child Order(s)** and/or one (1) or more **Substitutable Child Order(s)**, provided always that a **Basket** shall be limited to a maximum of ten (10) **Child Orders** and ten (10) **Substitutable Child Orders**.
- 8.5 A **Basket** may be **Looped** to any one or more other **Baskets** defined over the same **Auction Unit** and over other **Service Windows** in the same **Service Day** which are not **Concomitant**, so as to form a **Looped Family**.
- 8.6 The aggregate **Offered Quantity** for all **Sell Orders** shall be calculated:
- 8.6.1 for each **Basket** and **Auction Product**; and
- 8.6.2 for each **Basket** and **Product Direction**,
- but in each case, where a **Basket** includes **Substitutable Child Orders** then the **Offered Quantity** from only one such **Substitutable Child Order** shall be included in such aggregation being (where applicable) the **Substitutable Child Order** which results in the highest sum pursuant to paragraph 8.6.1 or 8.6.2 (as the case may be), and furthermore for that **Basket** to be valid:
- 8.6.3 for each individual **Auction Product**, the sum calculated pursuant to paragraph 8.6.1 shall not exceed the **Auction Unit's Maximum Unit Product Capacity**; and
- 8.6.4 for each **Product Direction**, the sum calculated pursuant to paragraph 8.6.2 shall not exceed the **Auction Unit's Maximum Unit Product Direction Capacity**.
- 8.7 **Sell Orders** may be submitted by **Registered Auction Participants** on the **Designated Auction Platform** at any time after the **Auction Opening Time** and before the **Auction Closing Time**. **Sell Orders** must be fully completed and correct as at the relevant **Auction Closing Time**. **Sell Orders** received after the **Auction Closing Time** shall be considered null and void regardless of cause unless otherwise decided by **NGESO** at its sole discretion.
- 8.8 Validation of **Sell Orders** will be undertaken automatically at the time of submission (before operation of the **Auction** algorithm), and without prejudice to paragraph 8.14 all submitted **Sell Orders** so validated remain valid unless and until:-
- 8.8.1 the **Sell Order** is cancelled by the **Registered Auction Participant** that submitted it on (and in accordance with) the **Designated Auction Platform**;
- 8.8.2 the **Registered Auction Participant** modifies it on (and in accordance with) the **Designated Auction Platform**; or
- 8.8.3 the **Sell Order** is either **Accepted** (including **Partially Accepted**) or **Rejected** in accordance with the **Market Clearing Rules** (whereupon it expires).
- 8.9 Each **Registered Auction Participant** is responsible for ensuring that the **Sell Orders** it submits are correct and valid, and also that the relevant **Auction Unit** is able to discharge

any **Contract(s)** which may subsequently be formed by operation of the **Market Clearing Rules** as more particularly referred to in paragraph 9.5.

- 8.10 Not Used
- 8.11 Subject always to paragraph 8.12, upon becoming aware of any error in a **Sell Order**, the **Registered Auction Participant** shall modify the **Sell Order** where possible otherwise shall notify **NGESO** immediately, provided that in such event there shall be no obligation on **NGESO** to take any steps to avoid or mitigate any potential losses to the **Registered Auction Participant**.
- 8.12 After the **Auction Closing Time**, **Sell Orders** may not be modified or cancelled by the **Registered Auction Participant** and are binding and irrevocable subject always to paragraphs 8.8 and 8.14.
- 8.13 **Sell Orders** submitted by **Registered Auction Participants** for each **Service Window** and **Auction Product** shall not be visible to other **Registered Auction Participants** on the **Designated Auction Platform** until publication in the **Daily Auction Report** in the manner described in paragraph 11.
- 8.14 If, in the sole judgment of **NGESO** or (where not **NGESO**) the **Auction Administrator**, a **Registered Auction Participant** has failed to submit a correct and valid **Sell Order** in accordance with this paragraph 8, **NGESO** or the **Auction Administrator** reserve the right to:-
- 8.14.1 deem that **Sell Order** to be valid and correct; or
 - 8.14.2 cancel that **Sell Order**; and/or
 - 8.14.3 take any other action as it deems appropriate in the circumstances including requesting the **Registered Auction Participant** to resubmit and/or amend the **Sell Order** so that it is correct and valid.
- 8.15 The decision of **NGESO** or the **Auction Administrator** as to whether or not a **Sell Order** is correct and valid shall be final, and the **Registered Auction Participant** may be notified of such decision without prior consultation or explanation.

9 Market Clearing Rules

- 9.1 After the **Auction Closing Time**, and in accordance with and subject to the provisions of this paragraph 9, the **Auction** algorithm will match valid **Buy Orders** and **Sell Orders** in order to determine:-
- 9.1.1 the **Acceptance Ratio** of all **Sell Orders** and **Buy Orders** with the objective of maximising **Market Welfare**;
 - 9.1.2 the **Contracted Quantity** of each **Auction Product** with respect to any **Accepted Sell Order**; and
 - 9.1.3 the unique **Market Clearing Price** for each **Service Window** and **Auction Product**.

- 9.2 The **Auction** algorithm will determine the **Acceptance Ratio** of **Buy Orders** and of **Sell Orders** in accordance with the following rules:-
- 9.2.1 the **Acceptance Ratio** of a **Parent Order** is either one (1) or zero (0);
 - 9.2.2 the **Acceptance Ratio** of a **Child Order** is between zero (0) and one (1) inclusive;
 - 9.2.3 the sum of the **Acceptance Ratios** of all **Substitutable Child Orders** in a **Basket** is between zero (0) and one (1) inclusive;
 - 9.2.4 the **Acceptance Ratio** of a **Buy Order** is between zero (0) and one (1) inclusive;
 - 9.2.5 the sum of the **Acceptance Ratios** of all **Buy Orders** that are members of the same **Buy Order Substitutable Family** is between zero (0) and one (1) inclusive;
 - 9.2.6 the **Acceptance Ratio** of a **Child Order** or **Substitutable Child Order** is less than or equal to the **Acceptance Ratio** of the **Parent Order** in its **Basket**;
 - 9.2.7 the **Acceptance Ratios** of the **Parent Orders** in each **Basket** of a **Looped Family** are equal;
 - 9.2.8 the sum of the **Acceptance Ratios** of the **Parent Orders** in any two **Baskets** which are **Concomitant** is less than or equal to one (1);
 - 9.2.9 the **Acceptance Ratio** of a **Child Order** or **Substitutable Child Order** is greater than zero (0) only if its **Order Surplus** is greater than or equal to zero (0);
 - 9.2.10 the **Acceptance Ratio** of a **Parent Order** in a **Basket** that is not a member of a **Looped Family** is equal to one (1) only if the sum of the **Order Surplus** of all **Sell Orders** in the **Basket** is greater than or equal to zero (0);
 - 9.2.11 the **Acceptance Ratio** of a **Parent Order** in a **Basket** that is a member of a **Looped Family** is equal to one (1) only if the sum of the **Order Surplus** of all **Sell Orders** in all the **Baskets** that comprise the **Looped Family** is greater than or equal to zero (0);
 - 9.2.12 the **Acceptance Ratio** of a **Buy Order** that has a **Paradoxical Acceptance Indicator** equal to "False" may be greater than zero (0) only if its **Order Surplus** is greater than zero (0);
 - 9.2.13 for any **Auction Product** and **Service Window**, the sum across all **Sell Orders** of the **Matched Quantity** is equal to the sum across all **Buy Orders** of the **Matched Quantity**; and
 - 9.2.14 for the avoidance of doubt, a **Sell Order** or a **Buy Order** with an **Order Surplus** greater than zero (0) may have an **Acceptance Ratio** less than one (1), and a **Buy Order** with an **Order Surplus** less than zero (0) that has a **Paradoxical Acceptance Indicator** equal to "True" may have an **Acceptance Ratio** greater than zero (0).
- 9.3 The **Auction** algorithm will determine the **Contracted Quantity** of each **Auction Product** with respect to **Sell Orders** which are **Accepted** in accordance with the following rules: -
- 9.3.1 for a **Parent Order**, the **Contracted Quantity** of each **Auction Product** is the **Matched Quantity** of that **Auction Product**;

- 9.3.2 for a **Child Order**, the **Contracted Quantity** of each **Auction Product** is the **Matched Quantity** of that **Auction Product**, rounded up or down to the nearest integer (subject always to paragraph 9.3.3); and
- 9.3.3 for a **Substitutable Child Order**, the **Contracted Quantity** of each **Auction Product** is the **Matched Quantity** of that **Auction Product**, rounded down to the next smallest integer.
- 9.4 The **Auction** algorithm will determine the **Market Clearing Price** for each **Auction Product** and each **Service Window**, with the objective that the **Total Auction Procurement Cost** is minimised, but subject always to the provisions of paragraphs 9.2.9, 9.2.10 and 9.2.11.
- 9.5 Each **Sell Order** that is **Accepted** in accordance with the **Market Clearing Rules** shall form a **Contract** for that **Auction Unit** and the relevant **Service Window** for each of the **Auction Products** over which it is defined, as more particularly provided in paragraph 12.

10 Warranties and Undertakings

- 10.1 Without prejudice to its other obligations under and/or pursuant to the **Response Procurement Documentation** and any **Contract** and subject to paragraphs 12.1 and 12.3 of the prevailing **Common Flexibility Service Terms and Conditions** which shall apply as if set out in full herein:-
- 10.1.1 **NGESO** and each **Registered Auction Participant** warrants and undertakes to the other in the manner set out in paragraph 6.1 of the prevailing **Common Flexibility Service Terms and Conditions** as if set out in full herein; and
- 10.1.2 on each occasion it submits a **Sell Order**, the **Registered Auction Participant** warrants and undertakes to **NGESO** in the manner set out in paragraph 6.2 of the prevailing **Common Flexibility Service Terms and Conditions** as if set out in full herein.
- 10.2 Without prejudice to any other right or remedy, **NGESO** and the **Registered Auction Participant** shall each be entitled to claim damages from the other for any breach of the warranties and undertakings or any of them set out or referred to in this paragraph 10 subject to paragraphs 12.1 and 12.3 of the prevailing **Common Flexibility Service Terms and Conditions** as if set out in full herein.
- 10.3 Each **Registered Auction Participant** indemnifies **NGESO** from and against any losses, liabilities, claims, expenses and demands which **NGESO** might suffer as a result of the **Registered Auction Participant** being in breach of the warranties and undertakings or any of them set out or referred to in paragraph 10.1.2.

11 Daily Auction Reports

- 11.1 By such time following the **Auction Results Time** as may be specified by **NGESO** from time to time, **NGESO** shall publish (and may subsequently revise) the **Daily Auction Report**.
- 11.2 Each **Daily Auction Report** shall include, for each **Service Day**:-
- 11.2.1 for each **Buy Order** (whether or not **Accepted**), the information described in paragraphs 7.2 and 7.3;

11.2.2 for each **Sell Order** (whether or not **Accepted**), the information described in paragraphs 8.2 to 8.5 inclusive;

11.2.3 for each **Sell Order** which is **Accepted**, the **Contracted Quantity(ies)**;

11.2.4 for each **Sell Order** which is not **Accepted**, a **Reason Code**;

and in relation to each **Auction Product** and **Service Window**:-

11.2.5 the **Market Clearing Price**; and

11.2.6 the **Auction Clearing Quantity**.

11.3 The **Daily Auction Report** may include such additional information as **NGESO** may determine at its sole discretion.

12 Formation of Contracts

12.1 The **Auction Administrator** shall make available on the **Designated Auction Platform** the outcome of each **Auction** by no later than the **Auction Results Time** and the outcome shall also be published by **NGESO** (whether or not it is also the **Auction Administrator**) at such time and in such format as it shall determine in its sole discretion. Insofar as **NGESO's** publication confirms the **Acceptance** (including **Partial Acceptance** where applicable) of a **Sell Order**, one or more **Contract(s)** will be formed automatically and simultaneously with such publication at this time and for the purposes of paragraph 12.3 shall be treated as awarded to the relevant **Registered Auction Participant**.

12.2 There shall be one **Contract** formed for each **Auction Product** the subject of each **Accepted Sell Order**, and with respect thereto the **Market Clearing Price** for that **Auction Product** and **Service Window** shall apply, as more particularly provided in this paragraph 12.

12.3 Each **Registered Auction Participant** awarded a **Contract** pursuant to paragraph 12.1 shall provide the relevant **Auction Product** from the applicable **Auction Unit** during the applicable **Service Window** pursuant to and in accordance with the **Response Service Terms**.

12.4 For the avoidance of doubt, for any **Registered Auction Participant** with a **Contract** the subject of one or more **Accepted** (or part **Accepted**) **Sell Orders** in a **Service Day** (whether for the same or different **Auction Units**), there shall be a separate **Contract** formed in respect of each **Auction Unit** for each **Service Window** and **Auction Product**.

12.5 Each **Contract** shall be personal to **NGESO** and the **Registered Auction Participant** and neither **Party** shall assign, transfer, mortgage, charge, contract or deal in any other manner with any or all of its rights and obligations under a **Contract** except as permitted by the **Response Service Terms** or in accordance with paragraph 21 of the prevailing **Common Flexibility Service Terms and Conditions** as if such provision was set out in full herein.

13 Confidentiality

13.1 Subject always to paragraphs 13.2 and 13.3, the provisions of paragraph 13 of the prevailing **Common Flexibility Service Terms and Conditions** shall apply to all and any information provided by **NGESO** or any **Registered Auction Participant** to the other (whether orally or

in writing) pursuant to or in connection with these **Procurement Rules** as if set out in full herein.

- 13.2 Each **Registered Auction Participant** agrees to the publication by **NGESO** of the information contained in the **Daily Auction Reports**, including in a non-anonymised form, insofar as relating directly or indirectly to the **Registered Auction Participant** and the relevant **Auction Unit**.
- 13.3 Without limiting paragraph 13.2, each **Registered Auction Participant** also agrees to the disclosure by **NGESO** to the relevant **Public Distribution System Operator** of information related to any **Sell Order** (whether or not accepted) insofar as relevant to the management and operation of its **Distribution System**, including without limitation location of each **Eligible Asset** allocated to the relevant **Auction Unit** and its MPAN and technology type, **Auction Product** and the **Contracted Quantity**.

14 Exceptional Circumstances

- 14.1 If an exceptional situation arises, in particular if a system or the information needed to operate an **Auction** is unavailable or if an incident prevents an **Auction** from being held in normal circumstances, then **NGESO** may take any or all of the following measures (at its sole discretion):
- 14.1.1 modify any or all of the **Auction Opening Time**, **Auction Closing Time** or **Auction Results Time**;
 - 14.1.2 authorise **Registered Auction Participants** to submit new **Sell Orders** or modify existing **Sell Orders**;
 - 14.1.3 authorise **Registered Auction Participants** to submit **Sell Orders** otherwise than in accordance with paragraph 8;
 - 14.1.4 cancel the **Auction** for any one or more **Service Days**; and/or
 - 14.1.5 take such other action or steps as it reasonably considers to be necessary.

15 Use of Designated Auction Platform

- 15.1 Insofar as made available as part of the **Auctions**, each **Registered Auction Participant** agrees to use the **Designated Auction Platform** (including all and any associated hardware and software IT and telecommunications equipment and transmission media):-
- 15.1.1 compliance with all applicable **Law**;
 - 15.1.2 in compliance with all and any technical specifications provided from time to time by or on behalf of **NGESO** or (if not **NGESO**) the **Auction Administrator**; and
 - 15.1.3 solely for the purpose of formation of **Contracts** (and any other contracts for **Balancing Services** from time to time procured by **NGESO** on the **Designated Auction Platform**),

and any other use is strictly prohibited.

16 Accuracy of Information

16.1 All and any information provided by **NGESO** to **Registered Auction Participants** for the purposes of these **Procurement Rules** including in each **Daily Auction Report** is provided in good faith, but no representation or warranty is given by **NGESO** (or any of its employees, officers agents or advisers) as to the accuracy or completeness of such information.

17 Intellectual Property

17.1 **NGESO** and each **Registered Auction Participant** retain ownership of the documents, data and information of any kind (including all intellectual property rights in them) that are provided to the other pursuant to these **Procurement Rules**.

17.2 Each **Registered Auction Participant** undertakes to **NGESO** that it will at all times when participating in an **Auction**, hold all and any authorisations and/or property rights and/or licences for all of the configurations, interfaces, firmware and software needed by it for it to participate in the applicable auction process through the **Designated Auction Platform**.

17.3 Each **Registered Auction Participant** shall comply (and use reasonable endeavours to ensure that its staff and other representatives comply) with all applicable user licences and terms of use of which the **Registered Auction Participant** is aware governing use by the **Registered Auction Participant** of the systems or software applications comprised in the **Designated Auction Platform**.

17.4 **Registered Auction Participant** indemnifies and keeps indemnified **NGESO** from and against any claims from a third party relating to an infringement of that third party's intellectual property rights or other property rights arising out of use by the **Registered Auction Participant** of the **Designated Auction Platform** in breach of any user licence or terms of use referred to in paragraph 17.3 of which it is aware.

17.5 **NGESO** shall procure such third party intellectual property authorisations as may be necessary to enable the **Registered Auction Participant** to use the **Designated Auction Platform** for the purposes of the **Auctions**.

17.6 **NGESO** shall indemnify and keep indemnified the **Registered Auction Participant** from and against any claims from a third party if and to the extent that the use of the **Designated Auction Platform** by such **Registered Auction Participant** for the purposes of a **Sell Order** infringes a third party's intellectual property rights or other property rights.

17.7 In respect of the indemnities given in paragraphs 17.4 and 17.6 the indemnified party shall:

17.7.1 notify the indemnifying party as soon as possible of any claim the subject of the indemnity (in this paragraph 17, "**IPR Claim**");

17.7.2 give the indemnifying party control of the **IPR Claim**;

17.7.3 make no admissions in respect of an **IPR Claim** without prior written consent of the indemnifying party; and

17.7.4 provide such support in respect of the **IPR Claim** as the indemnifying party may reasonably require at the cost of the indemnifying party.

18 Viruses

- 18.1 Each **Registered Auction Participant** shall, prior to uploading any information to the **Designated Auction Platform** or otherwise interfacing with it, use up to date versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete from its systems viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed adversely to affect the operation of any computer software or hardware (in this paragraph 18, "**Malicious Software**").
- 18.2 If, notwithstanding the provisions of paragraph 18.1, **Malicious Software** is found on the **Designated Auction Platform**, the **Registered Auction Participant** shall co-operate with **NGESO** to reduce the effect of the **Malicious Software** and, particularly if **Malicious Software** causes loss of operational efficiency to the **Designated Auction Platform**, assist **NGESO** to mitigate any losses and restore the **Designated Auction Platform** to its original operating efficiency.

19 Costs

- 19.1 For the avoidance of doubt, each **Registered Auction Participant** shall remain responsible for all costs and expenses incurred by it in connection with these **Procurement Rules** including all costs of preparing and submitting **Sell Orders**.

20 Site Export and Import Limits

- 20.1 Each **Registered Auction Participant** shall, prior to submitting a **Sell Order**, ensure sufficient export and/or import capacity at the premises at which each relevant **Eligible Asset** is situated (including where applicable **Transmission Entry Capacity** (and, if relevant, the STTEC)) so as to enable it to provide the relevant **Auction Product** during each and every applicable **Service Window** in accordance with its obligations under the **Contract** which may be formed in relation thereto and in conformance with its obligations owed to the owner of the relevant part of the **National Electricity Transmission System** or the relevant **Distribution System** or such other network (as applicable).

21 Notices

- 21.1 Save to the extent the manner of communication between the **Parties** is stipulated in the **Registration and Pre-Qualification Procedure**, paragraph 17 of the prevailing **Common Flexibility Service Terms and Conditions** shall apply as if set out in full herein to any notice required to be submitted under these **Procurement Rules** by either **NGESO** or the **Registered Auction Participant** to the other.
- 21.2 For the purposes of paragraph 21.1, the relevant contact details and addresses of each **Registered Auction Participant** shall be those notified from time to time by that **Registered Auction Participant** to the other pursuant to the **Registration and Pre-Qualification Procedure**.

22 Dispute Resolution

- 22.1 The provisions of paragraph 18 of the prevailing **Common Flexibility Service Terms and Conditions** shall apply in relation to any dispute or difference of whatever nature however arising under, out of, or in connection with these **Procurement Rules** as if set out in full herein, save that:-

- 22.1.1 no **Party** shall have any right to refer any dispute to an **Expert** for determination except where the dispute is stated in these **Procurement Rules** to be referable to an **Expert** for determination or otherwise agreed in writing by **NGESO** and the **Registered Auction Participant** to be so referable; and
- 22.1.2 nothing in this paragraph 22 shall prevent the **Parties** from agreeing to resolve any dispute or difference through the courts in which case paragraph 23.1 shall apply; and
- 22.1.3 where any dispute is referred to arbitration, the rules of the **Electricity Arbitration Association** shall apply unless otherwise agreed in writing by the **Parties** (and paragraph 17.1 of the prevailing **Common Flexibility Service Terms and Conditions** shall be read and construed accordingly).

23 Governing Law and Jurisdiction

- 23.1 Any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with these **Procurement Rules** or their enforceability shall be governed by and construed in accordance with the laws of England and Wales.
- 23.2 **NGESO** and each **Registered Auction Participant** submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with these **Procurement Rules** or their enforceability and waives any objection to proceedings being brought in such courts or on the grounds that proceedings have been brought in an inconvenient forum.

SCHEDULE 1 – DEFINED TERMS

“ Acceptance Ratio ”	for any Order , a number between zero (0) and one (1), indicating the proportion of an Offered Quantity or a Bid Quantity which has been matched by the Auction algorithm;
“ Accepted ” or “ Acceptance ”	in respect of any Order , where its Acceptance Ratio is greater than zero (0), and for the avoidance of doubt such Sell Order shall be Partially Accepted if its Acceptance Ratio is less than one (1);
“ Agent ”	in respect of any Registered Auction Participant , its agent (if any) notified to NGESO pursuant to the Registration and Pre-Qualification Procedure ;
“ Auction ”	in respect of all Auction Products and Service Windows in a Service Day , the operation of the algorithm pursuant to the Market Clearing Rules and the submission of Orders pursuant thereto;
“ Auction Administrator ”	the operator from time to time of the Designated Auction Platform (which may be NGESO);
“ Auction Clearing Quantity ”	in respect of any Auction Product and for each Service Window falling in any Service Day , the sum of the Contracted Quantities ;
“ Auction Closing Time ”	in respect of the Service Windows falling in any Service Day , 14:00 hours on the EFA Day which immediately precedes that Service Day ;
“ Auction Opening Time ”	in respect of the Service Windows falling in any Service Day , 08:00 hours on the fourteenth (14 th) EFA Day which immediately precedes that Service Day , and for the avoidance of doubt the first Auction Opening Time shall be such time on the Effective Date (for Service Windows falling in the EAC Go-Live Date);
“ Auction Product ”	any Response Product ;
“ Auction Results Time ”	in respect of the Service Windows falling in any Service Day , 16:00 hours on the EFA Day which immediately precedes that Service Day ;

“ Auction Unit ”	a collection of one or more Eligible Assets registered at the relevant time as an Auction Unit in accordance with the Registration and Pre-Qualification Procedure ;
“ Basket ”	in respect of any Service Window and Auction Unit , a collection of one or more Sell Orders which meet the requirements of paragraph 8;
“ Bid Price ”	the price (£/MW/h) associated with each Buy Order as more particularly described in paragraph 7.2.5;
“ Bid Quantity ”	in respect of any Buy Order , the volume of an Auction Product required by NGESO in the Service Window defined by that Buy Order as more particularly described in paragraph 7.2.4;
“ BM Participating ”	in respect of a Contracted Unit or Non-Contracted Unit , that for the duration of the relevant Contract , it is or will be registered as a BM Unit ;
“ Buy Order ”	an Order submitted by NGESO in accordance with paragraph 7 comprising a Bid Quantity for an Auction Product and Service Window , and an associated Bid Price , validly registered as such on the Designated Auction Platform ;
“ Buy Order Substitutable Family ”	a group of two (2) or more Buy Orders defined over Concomitant Service Windows as more particularly described in paragraph 7.3 and whose Acceptance Ratios are constrained as described in paragraph 9.2.5;
“ Child Order ”	in respect of any Basket , a Sell Order whose acceptance (1) is dependent on the acceptance of another Sell Order in that Basket (being its Parent Order), and (2) independent of the Acceptance of any other Child Order(s) in that Basket , and having such other characteristics as are described in paragraphs 8 and 9;
“ Concomitant ”	in respect of any two or more Sell Orders or Baskets related to the same Auction Unit , that the respective Service Windows over which they are defined have at least one instant in time in common;

“ Contract ”	a Response Contract , and “ Contracts ” shall be construed accordingly;
“ Contracted Quantity ”	for each Auction Product in an Accepted Sell Order , the Matched Quantity , rounded to an integer according to the rules appropriate to the Sell Order Type as more particularly described in paragraph 9.3;
“ Contracted Service Window ”	in respect of any Service Provider , a Service Window which is the subject of an Accepted Sell Order ;
“ Contracted Unit ”	an Auction Unit that is, for any Service Window , subject to a subsisting Contract formed upon acceptance by NGESO of a Sell Order ;
“ Daily Auction Report ”	the report (which may comprise more than one document, published separately) published by NGESO pursuant to paragraph 11.1 of these Procurement Rules ;
“ Designated Auction Platform ”	the auction platform(s) from time to time designated by NGESO for use in connection with the Auctions ;
“ DRSC Liable User ”	any Service Provider whose Contract renders it a Demand Response Provider by virtue of the relevant Auction Product comprising a source of controllable Demand ;
“ Dynamic Containment ” or “ DC ”	a fast-acting post-fault (low or high Frequency) Balancing Service designed to contain System Frequency in the event of a sudden demand or generation loss, delivered primarily when System Frequency falls outside of operational limits (50 Hz +/- 0.2%), and DC-high (DC-H) and DC-low (DC-L) shall be construed accordingly;
“ Dynamic Moderation ” or “ DM ”	a fast-acting pre-fault (low or high Frequency) Balancing Service designed to contain System Frequency in the event of a sudden change in demand or generation, delivered primarily when System Frequency is within operational limits (50 Hz +/- 0.2%), and DM-high (DM-H) and DM-low (DM-L) shall be construed accordingly;
“ Dynamic Regulation ” or “ DR ”	a slow-acting pre-fault (low or high Frequency) Balancing Service designed to contain System Frequency in the event of a change in demand or

	generation, delivered primarily when System Frequency is within operational limits (50 Hz +/- 0.2%) %, and DR-high (DR-H) and DR-low (DR-L) shall be construed accordingly;
“EAC Go-Live Date”	the first Service Day in respect of which the Market Clearing Rules will operate for the determination of Market Clearing Prices and formation of Contracts , being the Service Day whose Auction Opening Time falls in the Effective Date ;
“Effective Date”	the meaning given to that term in paragraph 1.4;
“Eligible Asset”	any item of Plant and Apparatus which has been validated by NGESO in accordance with the Registration and Pre-Qualification Procedure as capable (either individually or in combination with one or more other Eligible Assets) of providing one or more Auction Products in accordance with the Response Service Terms ;
“Energy Limited”	the meaning given to that term in the Response Service Terms ;
“Grid Supply Point”	the meaning given to that term in the BSC ;
“GSP Group”	the meaning given to that term in the BSC ;
“Industry Information Website”	the web page listed under the NGESO website for the publication of information for the use by Registered Auction Participants and other interested parties;
“IPR Claim”	as defined in paragraph 17.7.1 of these Procurement Rules ;
“Looping” or “Looped”	in respect of a Basket , that acceptance of its Sell Order(s) is a pre-condition to acceptance of Sell Order(s) comprising one or more other Basket(s) to which it is Looped as more particularly described in paragraph 9.2.7;
“Looped Family”	two (2) or more Baskets which are Looped as more particularly described in paragraph 8.5;

“ Malicious Software ”	as defined in paragraph 18.1 of these Procurement Rules ;
“ Market Clearing Price ”	the price (£/MW/h) derived for an Auction Product and Service Window by operation of the Market Clearing Rules as more particularly described in paragraph 9.4;
“ Market Clearing Rules ”	the rules set out in paragraph 9 of these Procurement Rules for creation of Contracts and establishment of Market Clearing Prices ;
“ Market Welfare ”	the sum of the Order Surpluses with respect to all Buy Orders and Sell Orders in a Service Day ;
“ Matched Quantity ”	in respect of any Order and Auction Product , either the Acceptance Ratio multiplied by the Offered Quantity in the case of a Sell Order , or the Acceptance Ratio multiplied by the Bid Quantity in the case of a Buy Order , and in either case where the Matched Quantity need not be an integer;
“ Maximum Market Price ”	such price (£/MW/h) as may be notified in writing by NGESO to Registered Auction Participants from time to time, being the maximum permitted Bid Price and Sell Price associated with (respectively) a Buy Order and Sell Order , and which for the avoidance of doubt may be positive or negative or zero;
“ Maximum Registered Capacity ”	in respect of any Eligible Asset , the maximum capacity (in MW) described as such and notified to NGESO by the Registered Auction Participant pursuant to the Registration and Pre-Qualification Procedure ;
“ Maximum Registered Product Capacity ”	in respect of any Eligible Asset and Auction Product , the maximum capability for which its component Plant and Apparatus are pre-qualified in accordance with the Registration and Pre-Qualification Procedure ;
“ Maximum Unit Product Capacity ”	in respect of any Auction Unit and Auction Product , the aggregate of the Maximum Registered Product Capacities (or specified proportions thereof where applicable) of each Eligible Asset allocated to it at the relevant time, as more particularly described in paragraph 6.4.1;
“ Maximum Unit Product Direction Capacity ”	in respect of any Auction Unit and all Auctions Products in a particular Product Direction , the highest aggregate Maximum Registered Product

	Capacity (or specified proportion thereof where applicable) of such Auction Products , as more particularly described in paragraph 6.4.2;
“Minimum Market Price”	such price (£/MW/h) as may be notified in writing by NGESO to Registered Auction Participants from time to time, being the minimum permitted Bid Price and Sell Price associated with (respectively) a Buy Order and Sell Order , and which for the avoidance of doubt may be positive or negative or zero;
“Non-Contracted Unit”	an Auction Unit that is not, with respect to any Service Window , the subject of a Contract formed pursuant to these Procurement Rules for that Service Window ;
“Offer Price”	the price (£/MW/h) associated with each Sell Order as more particularly described in paragraph 8.2.7;
“Offered Quantity”	in respect of any Sell Order , the volume of an Auction Product offered by a Registered Auction Participant in its Sell Order as more particularly described in paragraph 8.3.3;
“Order”	a Sell Order or a Buy Order (as the context admits);
“Order Surplus”	in respect of a Sell Order , the sum of the Product Surpluses of all Auction Products over which it is defined, and with respect to a Buy Order , the Matched Quantity multiplied by the difference between (1) the Bid Price of that Buy Order and (2) the Market Clearing Price for the Auction Product and Service Window over which it is defined;
“Paradoxical Acceptance Indicator”	an indicator selected by NGESO for each Buy Order , as more particularly described in paragraph 7.2.6;
“Parent Order”	in respect of any Basket , a Sell Order whose acceptance is a pre-condition to acceptance of one or more other Sell Orders in that Basket (each being its Child Orders);
“Partially Accepted”	in respect of any Accepted Sell Order , where its Acceptance Ratio is less than one (1);

“ Procurement Rules ”	this document as published by NGESO from time to time (and for the avoidance of doubt referred to in the Response Service Terms as the “EAC Procurement Rules”);
“ Product Direction ”	either (1) Output Increase or Demand Turn-Down so as to contribute towards the management of downward Frequency Deviations or (2) Output Curtailment or Demand Turn-Up so as to contribute towards the management of upward Frequency Deviations ;
“ Product Surplus ”	in respect of a Sell Order and Auction Product , the Matched Quantity multiplied by the difference between (1) the Market Clearing Price for the Auction Product and Service Window over which it is defined, and (2) the Offer Price of that Sell Order ;
“ Ramp-Down Period ”	the instructed MW divided by the Run-Down Rate (or the average Run-Down Rate where BM Participating);
“ Ramping Period ”	the Ramp-Up Period or the Ramp-Down Period as the context admits;
“ Ramping Rate ”	the Run-Up Rate or the Run-Down Rate as the case may be;
“ Ramp-Up Period ”	the instructed MW divided by the average Run-Up Rate (or the average Run-Up Rate where BM Participating);
“ Reason Code ”	a code designated by NGESO from time to time to a reason why an Order is not Accepted ;
“ Registered Auction Participant ”	a Registered Service Provider who is subsequently registered with NGESO as eligible to participate in the Auctions ;
“ Registered Service Provider ”	a person registered from time to time pursuant to the Registration and Pre-Qualification Procedure as eligible to provide any one or more Balancing Services to NGESO including any successor(s) in title to, or permitted assign(s) of, such person;
“ Registration and Pre-Qualification Procedure ”	the procedure and processes described in Schedule 2 to these Procurement Rules ;

“ Rejected ”	in respect of any Order , where its Acceptance Ratio is zero (0);
“ Relevant Metering ”	the BSC accredited half hourly metering registered to each Eligible Asset ;
“ Response ”	when used in the Response Procurement Documentation , any or all of the Response Products as the context admits;
“ Response Procurement Documentation ”	as described in paragraph 1.3 of these Procurement Rules ;
“ Response Products ”	Dynamic Containment (Low) , Dynamic Containment (High) , Dynamic Moderation (Low) , Dynamic Moderation (High) , Dynamic Regulation (Low) and Dynamic Regulation (High) ;
“ Response Service Terms ”	the prevailing document titled “Response Service Terms” published by or on behalf of NGESO from time to time containing the terms and conditions governing Response Contracts ;
“ Response Window ”	each consecutive four (4) hour period commencing at 23.00 hours;
“ Sell Order ”	an Order submitted by a Registered Auction Participant in accordance with these Procurement Rules for the delivery upon and subject to the Response Service Terms of an Auction Product during Service Window falling in a Service Day , validly registered as such on the Designated Auction Platform and being one of the Sell Order Types ;
“ Sell Order Type ”	Parent Order , Child Order and Substitutable Child Order ;
“ Service Day ”	each twenty-four (24) hour period commencing at 23.00 hours;
“ Service Parameters ”	such requirements and/or parameters for delivery of an Auction Product as may be specified in the Response Service Terms ;
“ Service Provider ”	in respect of any Contracted Unit , NGESO ’s counterparty to a Contract ;

“ Service Window ”	any of the Response Windows as the case may be;
“ Single Market Platform ”	the online platform hosted by NGESO comprising the Registration and Pre-Qualification Procedure ;
“ Substitutable Child Order ”	in respect of any Basket , a Sell Order whose acceptance is dependent on the acceptance of another Sell Order in that Basket (being its Parent Order), and whose Acceptance is constrained by the Acceptance of any other Substitutable Child Order(s) in that Basket ;
“ Testing Rules ”	the meaning given to that term in the Response Service Terms ;
“ Total Auction Procurement Cost ”	for any Service Day , the sum, over all Auction Products and Service Windows , of the Auction Clearing Quantity multiplied by the Market Clearing Price .

SCHEDULE 2 – REGISTRATION AND PRE-QUALIFICATION PROCEDURE

Summary

For an entity to register as a **Registered Auction Participant**, it must first become a **Registered Service Provider** by submitting its corporate details onto **NGESO** systems and (if accepted) receiving a user ID. To become a **Registered Auction Participant** it must then accede to the **Response Procurement Documentation**. Once registration is complete, a **Registered Auction Participant** may then submit assets under its operation or control for prequalification by **NGESO** as **Eligible Assets**.

Prequalification as an **Eligible Asset** will relate to a specific **Auction Product**. An asset may be pre-qualified as an **Eligible Asset** to more than one **Auction Product**.

Once pre-qualified, an **Eligible Asset** may be allocated by the **Registered Auction Participant** to an **Auction Unit** created for a specific **Auction Product**, and for the avoidance of doubt an **Eligible Asset** may only be allocated to an **Auction Unit** for the relevant **Auction Product**. Once an **Auction Unit** has at least one **Eligible Asset** allocated to it, it may participate in the daily auctions for the applicable **Auction Product**.

Process and Timings

Outlined below is the process and associated timings for registration and asset pre-qualification. Further detail will be provided from time to time by **NGESO**.

- Step 1 – entity requests registration as a **Registered Service Provider** (and associated user IDs)
- Step 2 – **NGESO** validates registration and issues user IDs (*entity is now a **Registered Service Provider***)
- Step 3 - entity accedes to **Response Procurement Documentation** (*entity is now a **Registered Auction Participant***)
- Step 4 – entity submits one or more assets for pre-qualification as an **Eligible Unit**, specifying the **Auction Product(s)** for which it seeks prequalification
- Step 5 – **NGESO** undertakes any necessary asset testing and validation
- Step 6 – **NGESO** confirms completion of prequalification process (*assets are now **Eligible Assets** for the relevant **Auction Product(s)**, capable of being allocated to an **Auction Unit***)
- Step 7 – entity allocates **Eligible Assets** to **Auction Units** (*participant can now enter **Auction Units** into daily auctions for the applicable **Auction Products***)

Except where the contingency procedure applies, all of the above steps (which are summarised below) are to be completed via the **Single Market Platform**, and the participant must ensure that all information submitted on the **Single Market Platform** is fully complete and correct.

In the event that the **Single Market Platform** is unable to be utilised to complete any or all of the above steps, **NGESO** may (at its discretion) implement a contingency procedure and notify this to participants in writing providing as much advance notice as is reasonably practicable in the

circumstances. The contingency procedure may include completion of Steps 1, 2 and 3 using Forms A, B and C, copies of which are available on the **Single Market Platform** or will otherwise be made available by **NGESO**, and Steps 4, 5, 6 and 7 by email submission of the 'Provider Data Template' available on request from **NGESO**. The notification from **NGESO** informing participants that the contingency procedure has been implemented shall confirm the manner and timescales in which such documentation is to be submitted to **NGESO**.

References below to the **Single Market Platform** are to be construed as including the contingency procedure where applicable, unless the context otherwise requires.

Registration as Registered Service Provider

Each participant is required to submit its corporate details, together with details of any related entity on whose behalf it is acting as agent.

In addition, where it has not already done so, each participant must ensure that it has completed the necessary vendor setup forms that are outlined on **NGESO's** Settlement webpage to be set up as a vendor on **NGESO's** systems. These should be submitted as soon as possible so that **NGESO** can make payments in a timely manner in accordance with the **Response Service Terms**.

Registration as Registered Auction Participant

To be registered as a **Registered Auction Participant** with eligibility to pre-qualify and allocate **Eligible Assets** for participation in the **Auctions**, a participant must accede to the **Response Procurement Documentation** via the **Single Market Platform**.

Pre-qualification of Eligible Assets

For asset pre-qualification, **NGESO** will require submission via the **Single Market Platform** of all relevant technical details associated with the asset's capability and operating parameters to enable **NGESO** to complete validation for the relevant **Auction Product**. Validation will include an assessment that the asset is capable of operating in accordance with the relevant **Service Parameters** which may be by reference to **Testing Rules**, and where applicable will classify the asset as **Energy Limited**.

Each **Eligible Asset** registered to an **Auction Product** will be given a **Maximum Registered Product Capacity**, representing the maximum capacity of the relevant **Auction Product** which it is capable of delivering. Validation will be required before the **Maximum Registered Product Capacity** of an **Eligible Asset** can be increased, which may be by reference to the **Testing Rules**.

Eligible Assets will not normally be pre-qualified to an **Auction Product** if they have a condition in their DNO connection agreement whereby they are signed up to an Active Network Management (ANM) Scheme / Flexibility Connection. However, **NGESO** will consider this on a case by case basis and may (at its sole discretion) enable such participation if there is reasonable evidence to demonstrate that the asset has very high forecasted availability (for example as shown by Curtailment Assessment Reports from DNOs). **NGESO** shall continue to keep this under review and any changes to this position shall be consulted accordingly.

Allocation to Auction Units

Registered Auction Participants are able to create **Auction Units** via the **Single Market Platform**, to which it may allocate one or more **Eligible Assets**.

An **Eligible Asset** may be allocated to more than one **Auction Unit**, in which case for each **Auction Product** the **Maximum Registered Product Capacity** shall be split across each such **Auction Unit** in such proportion as shall be specified by the **Registered Auction Participant**. Where the **Maximum Registered Product Capacity** is split in this way, the sum of all such proportions shall not at any time exceed (but may be less than) 100% of the **Maximum Registered Product Capacity**.

Each **Auction Unit** shall have a **Maximum Unit Product Capacity** for each **Auction Product**, defined as the aggregate of the **Maximum Registered Product Capacities** (or specified proportions thereof where applicable) associated with each **Eligible Asset** allocated to it.

Each **Auction Unit** will also have, in relation to all **Auction Products** in a particular **Product Direction**, a **Maximum Unit Product Direction Capacity**, defined across all **Eligible Assets** allocated to it as the highest aggregate **Maximum Registered Product Capacity** (or specified proportion thereof where applicable) of all such **Auction Products**.

When allocating **Eligible Assets** to an **Auction Unit**, **Registered Auction Participants** are required to submit technical details for that **Auction Unit** representing its overall capability and operating parameters based on the capability and operational parameters of each such allocated **Eligible Asset**, which must be consistent with the relevant **Service Parameters**.

Every **Auction Unit** created on the **Single Market Platform** must have at least one **Eligible Asset** allocated to it to be capable of participating in the daily auctions.

An **Auction Unit** can only have allocated to it multiple **Eligible Assets** if they are all located within the same **GSP Group**, although **NGESO** may (at its discretion) determine that, for system operational reasons, this restriction may need to be increased to require multiple **Eligible Assets** allocated to an **Auction Unit** to be located within the same **Grid Supply Point**.

Timescales

Initial registrations must be completed in line with the timings outlined below:

Activity	Provider	NGESO
Pre-qualification of Eligible Assets	In order to enable allocation activity, valid and complete data should be submitted 13 calendar days in advance.	Allocation activity can take place 13 calendar days after submission of validly completed data. NGESO will notify the Registered Auction Participant if allocation activity can be accommodated sooner.
Allocation of Eligible Assets to Auction Units	Allocation can only occur on a weekly basis and must be sent to NGESO in the "market window" on a Monday (see further below)	Deemed accepted upon submission, subject to errors and/or incomplete data New/updated Auction Units can participate in daily auctions from and including that for Service Days commencing 23.00 hours the following Thursday. NGESO

		will notify Registered Auction Participants if allocation activity can be accommodated sooner.
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Changes to pre-qualification status or allocation

If **Registered Auction Participants** wish to change the pre-qualification status and/or allocation to an **Auction Unit of Eligible Assets**, including introducing new **Eligible Asset(s)** for pre-qualification or increasing the **Maximum Registered Product Capacity** of an existing pre-qualified **Eligible Asset**, this must be done as described above (on the **Single Market Platform** or using any contingency arrangements where applicable). Any increase in capacity of an existing **Eligible Asset** must be accompanied by a testing approval report in the same manner as for new **Eligible Assets**.

Allocation of **Eligible Assets** to **Auction Units**, whether submitted via the **Single Market Platform** or using the 'Provider Data Template' (where the contingency arrangements apply) are only processed by **NGESO** on a weekly basis, although **NGESO** will notify the **Registered Auction Participants** if allocation activity can be accommodated more regularly. In the absence of any such notification, allocations can only therefore be submitted in the stipulated daily "market window" ending on Monday each week. The market window is the period from 15.00 hours on a calendar day to 10.00 hours on the next calendar day (and where this document refers to a market window for a particular calendar day, unless otherwise indicated that is a reference to the market window which ends on that day). Any submissions from **Registered Auction Participants** received outside this market window will be rejected, and so will not be applicable, and must be resubmitted in the next following Monday market window.

For the avoidance of doubt, allocation submissions are not required to be made every week. Once validly submitted, a subsequent submission is only required should any information change. As explained above, and subject to any notification from **NGESO** as referred to above, any updates submitted during the Monday market window will not become effective until the **Service Day** commencing 23.00 hours on the following Thursday.

All queries and communications shall be made via a **Registered Auction Participant's** account manager or commercial.operation@nationalgrideso.com.