



Austrian-Swiss Interconnection

Intraday Allocation Rules

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Section I. Introduction

Article 1.01 General Context

In accordance with Regulation (EC) n° 714/2009 of the European Parliament and of the Council, on conditions for access to the network for cross-border exchanges in electricity, and the relevant Swiss law, these Rules set the terms and conditions governing the allocation and usage of the available Intraday Capacity in both directions on the Austria-Switzerland Interconnection in a transparent and non-discriminatory manner.

The capacity allocation procedure described in these Rules is in accordance with the current rules of transmission system security and does not affect the volume and usage of the capacity already allocated in yearly, monthly and daily auctions.

Article 1.02 Capacity Allocation Procedure

The available capacity is allocated by APG after coordination with Swissgrid according to the First Come – First Served Principle and in accordance with Section IV. In the scope of these Rules APG acts as the Allocation Operator for Interconnections as follows:

APG performs intraday allocations for the direction Austria to Switzerland in its own name and on its own behalf and for the direction Switzerland to Austria in the name and on behalf of Swissgrid.

Proceedings related to these Rules may be discontinued or interrupted by Swissgrid and/or APG at any time without prior notice - be it temporarily in case of technical failures and/or maintenance work periods of the IT System(s) or devices used in the capacity allocation procedure, or permanently (e.g. change of capacity allocation method). This information will be published on the website of APG.

Intraday Allocation concerns capacity only. The Intraday Allocation and awarding of capacity do not involve energy transports or any rights, liabilities or financial aspects pertaining to energy transports. Capacity is made available to them subject to the provisions in these Rules.

These Rules describe, among other aspects, the requirements that market participants must fulfil in order to participate in an Intraday Allocation, the Intraday Allocation process and the Intraday Allocation.

These Rules govern the allocation and usage of available Intraday Capacities beginning with 1st December 2013.

Section II. General

Article 2.01 Definitions

In these Rules the terms defined below (where appropriate in plural) shall, for all purposes of these Rules have the meanings specified in this Article (unless the context requires otherwise).

Allocation Operator: APG operates the Intraday Allocations, respectively for the direction Austria to Switzerland and Switzerland to Austria.

Austrian Power Grid AG (“APG”): A company founded and existing in accordance with the laws of Austria and registered in the Commercial Register under FN 177696 v HG Wien, with registered seat at Wagramer Straße 19, IZD Tower, 1220 Vienna, Austria, the Austrian Transmission System Operator.

First Come – First Served Principle: Allocation method whereby capacity is awarded, taking into account the limit of available capacity, according to the time of receipt of the schedule sent by the ITR to APG and without applying any other criteria.

Hour(s) of Delivery (or Hour(s)): The hour(s) on which scheduled electricity transports using the capacity obtained in an Allocation take place.

Interconnection: A single and/or double circuit lines between the Austrian and Swiss transmission system which connects the control areas of APG and Swissgrid synchronously.

Capacity: Cross-border electric energy transfer capacity on the Interconnection.

International Trade Responsible (“ITR”): Balance Responsible Party which is known by the TSOs as the entity entitled to use the allocated capacity and send schedules.

Intraday Allocation: The process by which capacity is attributed to ITRs pursuant to Article 4.01. The Intraday Allocation is based on the First Come - First Served Principle.

Matching: The comparison of corresponding schedules (timeseries) which have been received by TSOs on both sides of the border. In case of a successful matching process, the nominated schedules are confirmed to ITRs.

Nomination: The sending of a schedule by an ITR to the TSOs (notification related to the power expressed in MW which is to be used).

Swissgrid AG (Swissgrid): A company founded and existing in accordance with the laws of Switzerland and registered in the Commercial Register under CH-400.3.026.187-4, with registered seat at Dammstrasse 3, 5070 Frick, Switzerland, the Swiss Transmission System Operator.

Transmission System Operator (TSO): The Transmission System Operators who offer capacity for Intraday Allocation under these Rules which means Swissgrid and APG.

Article 2.02 Initial quantities available for Intraday Allocation

Capacities offered in daily auctions which are not nominated are made available to market participants in Intraday Allocations if a safe operation of the power system is secured.

Capacities made available in Intraday Allocations take into account the netted value of the matched yearly, monthly and daily schedules.

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

Article 2.03 Valuation of Allocated Capacities on an Intraday basis

The price of the allocated Intraday Capacity is 0 (zero) Euro.

Article 2.04 Basis on which Capacity is offered

- (1) Intraday capacity is offered in units of 1 (one) MW with a minimum of 1 (one) unit.
- (2) Intraday capacity is offered with a time resolution of 15 (fifteen) minutes.

Article 2.05 Firmness of capacities

Capacities successfully matched pursuant to Article 4.01 are firm except in case of curtailments due to Force Majeure or if a safe operation can only be secured by curtailments after taking into account all other available measures. In such a case, capacities are reduced on a pro rata basis.

Article 2.06 Publication

The following information will be published on the website of APG:

- a. these Rules, and any amendments thereof;
- b. announcements pursuant to these Rules;
- c. information on the Intraday Allocation proceedings;
- d. names, fax and telephone number(s), e-mail address(es) of contact persons of APG;
- e. other relevant information.

Section III. Participation Requirements

In order to participate in the Intraday Allocation process and use the capacity awarded in that process, the market participant must comply with all requirements set forth in these Rules to be accepted as an ITR, in particular:

- a) in Switzerland: the market participant must have entered into a balancing agreement (Balance Group Contract) with Swissgrid

- b) in Austria: the market participant has to be recognized by the Austrian regulatory authority as representative of a balance group

Section IV. Intraday Allocation process

The procedure for the allocation of Intraday Capacity shall be as follows:

- 1) The ITR contacts APG via telephone in order to safeguard the secure network operation close to real-time in relation to the potential allocation of Intraday Capacity to the ITR. However, no obligation for the ITR to nominate schedules arises from this call.
- 2) The ITR nominates the respective schedule to APG and Swissgrid. Intraday capacity is awarded in accordance with the First Come - First Served Principle. The time of receipt of the schedule from the ITR by APG determines who receives the Intraday capacity.
- 3) Accordingly the schedules are accepted or refused.
- 4) APG matches the accepted schedules with Swissgrid taking into consideration point 2) and the available Intraday capacity.
- 5) After successful matching APG sends a confirmation report to the ITR indicating that Intraday capacity has been allocated to the ITR.

Nomination of schedules shall be consistent with the provisions set out in the balancing rules for Switzerland and Austria. In particular, nomination of schedules shall follow the A:A nomination procedure, i.e. the holder of allocated capacity shall nominate the schedule on both sides of the Austria-Switzerland Interconnection. Additionally, the nomination procedure shall be in accordance with the Electricity Market Rules, Chapter 3 (http://www.e-control.at/portal/page/portal/medienbibliothek/strom/dokumente/pdfs/SoMa_Strom_3_V5.5.pdf). Nomination deadline for delivery starting with hour H is at H-45 minutes. The Intraday schedules for the delivery day D shall be accepted starting from D-1, 06.00 p.m. ("gate-opening").

Section V. Miscellaneous

Article 5.01 Liability

Each TSO shall be liable for damages it caused. Claims for damages arising out of or related to these Rules are limited to damages typical and foreseeable.

Furthermore, the respective TSO's liability is limited only to the direct (actual) damages. Accordingly, there is no TSO's liability whatsoever for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind.

In case of gross negligence or wilful misconduct as well as in case of injuries to or death of employees of the TSOs the liability will not be limited or excluded.

Article 5.02 Force Majeure

Force Majeure means any unforeseeable event or situation beyond the reasonable control of a TSO, and not due to a fault of such TSO, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial and/or economic point of view, reasonably possible for the claiming TSO, which has actually happened and is objectively verifiable, and which makes it impossible for such TSO to fulfil temporarily or definitively, its obligations hereunder in accordance with the terms of the Rules.

The TSO which invokes Force Majeure, shall send the other TSO a notification describing the nature of Force Majeure and its probable duration.

The affected obligations, duties and rights of a TSO subject to the Force Majeure, shall be suspended from the beginning of the Force Majeure.

Article 5.03 Confidentiality

Under these Rules Confidential Information shall mean any information, acquired or received by the TSOs pursuant to the Rules, in whatever form, about or concerning the TSOs, their Affiliates and any of their contractors, subcontractors, directors, employees, servants or agents including, but without limitation, business products and methods, all commercially sensitive information, information clearly marked as "confidential" and information which by its nature must be considered or qualified as confidential. But not including any such information which:

- (i) is or becomes generally available to the public (other than by reason of a breach of the Rules);
- (ii) is known to the receiving or acquiring TSO at the time of its receipt or acquisition; or
- (iii) is subsequently lawfully acquired by the receiving or acquiring TSO from a third Party owing no obligation of confidentiality in respect to such information.

No recipient of Confidential Information shall use or otherwise process the Confidential Information obtained by it pursuant to these Rules for any purpose except as strictly required for the performance of the obligations hereunder, or disclose any such information or the existence of the terms of these Rules or related information to any third Party other than those of its directors, employees, professional advisors and representatives, regulatory authorities, which have a strict need to know such information for the proper performance of these Rules. Moreover, a receiving or acquiring TSO may disclose Confidential Information in the event the receiving or acquiring TSO is obliged to a disclosure due to legal requirements, court or other official orders. In this event the receiving or acquiring TSO is obliged to inform the concerned TSO without delay of the disclosure request and if legally possible in due time before disclosing the relevant information in order to enable the concerned TSO to hinder the disclosure.

Article 5.04 Use of Languages

These Rules and its subsequent communications as well as all notices provided hereunder shall be drawn up in English language.

Article 5.05 Duration and Amendments

These Rules are valid for an indefinite duration and subject to the technical and legal conditions at the time they take effect.

In case of material changes, particularly following legal requirements, government action or rules jointly imposed by regulatory authorities, or if improvements are made to the Intraday Allocation process, these Rules will be modified at any time as appropriate.

The modified rules will take effect at the date mentioned in the modified rules after advice and/or approval of all relevant national regulatory authorities and if required by law, the formal consultation of all interested stakeholders. They will be published on the websites of the TSOs, where applicable.

In either case, Participants shall be informed in due time before new rules enter into effect. Unless stated in the respective new version of the Rules, no new registration is required and Participants accept the new rules by further taking part in the Intraday Allocation process.

Article 5.06 Notifications

All notifications shall be made by registered letter with acknowledgement of receipt, or by any other specific form required under the Rules, or, if no specific form is required by the Rules, by any other means that enables the date of receipt to be certified.

Article 5.07 Assignments of rights and obligations

Neither TSO may transfer, in any way, any of the rights and obligations without the prior written consent of the other TSO.

In the event of a change in the Participant's legal status, such as a merger or a takeover or a change in the company name, the Participant shall notify the Allocation Operator of the change by sending a registered letter with acknowledgement of receipt, as soon as possible, and in any event at least 15 (fifteen) days before the date on which the change takes effect.

Article 5.08 Severability

If any part or provision of these Rules are or become invalid, illegal, void or unenforceable, the remaining part(s) shall continue to be valid and enforceable and shall not be affected thereby.

Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced, if possible, by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect as far as possible.

Article 5.09 Applicable law

All disputes among APG and Participants arising from these Rules are governed exclusively by Austrian law.

All disputes among Swissgrid and Participants arising from these Rules are governed exclusively by Swiss law.