

SIDC_JOINT_OTH_08: Transit Shipping

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Approval

Version	Date	Name	Function	Signature

Previous versions

Version	Date	Author	Summary of changes
1.0	02/10/2020	OTF Chair	Initial version based on TS SG Draft
1.1	25/01/2021	OTF Chair	Update for the 3 rd wave with individual details from GME and Terna.
1.2	18/02/2021	OTF Chair	Inclusion of IDSC decision with respect to 3 rd wave
1.2.1	22/08/2021	OTF Chair	Removal of changes becoming effective with 3rd wave go-live
1.2.2	18/11/2021	OTF Chair	Amendment of table in chapter 8 on transit shipping to reflect Poland becoming Multi Nemo area

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1. Introduction

Capitalized terms used in this procedure shall have the meaning set forth in Exhibit 1 to the IDOA unless otherwise indicated in here. This procedure set forth term and conditions applying to transit shipping as agreed between Parties.

1.1 Governed / Regulated by

- ID Intra-Day Operational Agreement (IDOA)

2. Effective Date and duration of this procedure

- This procedure applies until the enduring shipping solution is successfully implemented in operation with effect from 20 November 2019.

3. Assignment of TS activity in MNA area

- ID SC decided following (11/2019):
 - IDSC approves the 2nd wave go-live date for 19th November 2019.
 - IDSC acknowledges that EMCO commits to take over of the role of transit shipper for the first 3 months and EPEX/ECC commits to take over transit shipping role for the second 3 months period.
 - The IDSC agrees if the transit shipper change-over cannot happen after 3 months, the transit shipping between 1st wave parties + Poland and 2nd wave parties will be stopped.
- ID SC decided following (04/2020)
 - SIDC asked NRAs to help resolving cost recovery issue associated with Transit Shipping.
 - NRAs proposed to extend to rotational principle for MNA area by next 6 month (till 19th November 2020) which is accepted by ID SC.
 - IDSC acknowledges that EMCO commits to take over of the role of transit shipper for the first 3 months of the extended period and EPEX/ECC commits to take over transit shipping role for the second 3 months period.
 - The IDSC agrees if the transit shipper change-over cannot happen, either at the beginning of the extended period or after 3 months, the transit shipping between 1st wave parties + Poland and 2nd wave parties will be considered as a critical incident and the transit shipping between 1st wave parties + Poland and 2nd wave parties will be stopped until the incident is resolved.
- ID SC decided following (09/2020)
 - The IDSC agrees the transit shipping procedure is prolonged automatically in case the interim transit shipping would be prolonged (9th September 2020).
 - NRAs have decided to prolong the interim transit shipping by adopting decision on *“Transit shipping arrangements for the exchange of energy and financial settlement resulting from the single intraday coupling in all European bidding zones, as agreed in a coordinated manner by all the European regulatory authorities in accordance with*

Article 68(6) of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management 15 September 2020”, Article 4 - Interim solution and Article 7 – Implementation.

- ID SC decided following (02/2021)
 - IDSC approved the inclusion of LIP14 parties participating in 3rd wave go live in the transit shipping procedure (9th of February 2021);

4. Commitment regarding implementation via bilateral agreements

- The appointed transit shipper and relevant non-MNA IDOA parties (or their service providers) commit to attach this document to their bilateral shipping contracts (“settlement link agreements”).

5. Principles governing transit shipping in normal course of operations

- Principles governing transit shipping in normal course of operations follow principles established in settlement link agreements between the appointed transit shipper and relevant non-MNA IDOA parties (or their service providers).

6. Principles governing transit shipping in case of an incident

- Take over text procedure to be agreed regarding default of the shipper and TS outage, with indication that this is a specific procedure that prevails over the general procedure Fall_01 for what concerns TS.
- Take over proposed wording regarding imbalance costs (note that Exh. 12 should also be amended to take up explicitly this cost in the list of common costs to be shared by operational parties.

7. Default procedure

Trigger

This incident procedure is triggered by an IDOA party in a case its related transit shipper has terminated a settlement link agreement with a shipper with which it performs transit shipping by triggering of one or several of the termination events as stipulated in such settlement link agreement.

As soon as possible following the termination of a settlement link agreement as described above the relevant terminating IDOA Party shall be required to give full details of such termination (including a copy of any relevant termination notice) to the IDSC members and to the IC SPOC according to XBID_JOINT_FAL_01.

The IC SPOC shall invite all NEMOs and TSOs for an IC by sending the XBID_JOINT_01 message. The IDOA parties have a right to invite to IC call any relevant shipping service provider.

The SIDC ID SC meeting shall be held within 24 business hours to evaluate the termination and the resulting emergency situation and will either ratify and confirm the isolation of the relevant

NEMO/borders relating to such terminated settlement link agreement or make such other recommendations as it considers appropriate in the circumstances.

Liabilities

It is understood that this procedure shall be activated only if a termination of a settlement link agreement in accordance with its terms has occurred. In case the procedure is activated in any other circumstances, any IDOA party adversely impacted by the application of this procedure, but limited to an overall liability as set out in IDOA section 22.3.6.ii, shall be entitled to claim compensation for any proven damage (direct or indirect) from the IDOA party activating this procedure. If the sum of all damage per calendar year exceeds the amount of the liability limitation as set forth above the IDOA section 22.3.7 applies.

Associated Procedures and documents

The following documents and procedures, which are part of IDOA contract, should be reviewed according to the principles specified in this document:

- XBID_JOINT_OTH_01: Procedures Reading Instructions
- XBID_JOINT_EXC_01 – Closing and re-opening of an interconnector
- XBID_JOINT_FAL_01 – Incident Management
- XBID_JOINT_OTH_02 – Internal and External Communications

Incident Committee Participants

- The invitation shall be sent to all IDOA parties (together with the evidence of the termination of the settlement link agreement) as soon as an IC is requested.
- The IDOA parties have a right to invite to IC call any relevant shipping service provider.

Procedure: general overview

1. A termination of a settlement link agreement occurs.
2. The terminating party reports to IC SPOC that a termination has occurred and provides the relevant termination notice to the IC SPOC and members of SIDC ID SC. IC SPOC triggers immediately an IC conference call.
3. IC SPOC invites all IC participants and initiates the IC conference call incl. screen sharing.
4. Start the IC conference call and check who is in the call.
5. The terminating IDOA party or its service provider explains to the IC parties the driver for the requested activation of immediate actions by the IC parties to effectively isolate the terminated party, in particular by closing of the affected borders.
6. IC call ratifies and endorses request that actions should be taken by the relevant TSOs or other IDOA parties with immediate effect on a best effort basis.
7. In case the immediate actions as defined in point 6 cannot be executed by the TSOs, the XBID system should be stopped until the relevant actions by TSOs can be performed.
8. Based on the terminating party's report delivered to ID SC members (point 2') : SIDC ID SC shall be triggered within 24 business hours of the relevant IC conference call to either: (i) ratify and confirm the isolation of the relevant terminated party or (ii) make such other recommendations as it considers appropriate in the circumstances, including in those circumstances where there is reasonable evidence that the termination is invalid or otherwise not in accordance with the terms of the relevant settlement link agreement or

there is, a dispute between the terminating party and the terminated party as to the validity of such termination.

8. TS outage

ID SC (dated 6th November 2019) agrees that the 'notification via phone call'* to close the borders (hereafter the Notification) shall be sent by respective Shipping Agent performing transit shipping activities experiencing the non-planned system outage related to the transit shipping, as a request for ICCC (incident committee) call. IMT is used only for XBID system related incidents therefore the central procedure for non XBID system related incidents is followed – see XBID_JOINT_FAL_01. The routine under 2.2 of the procedure is followed. The cost sharing starts from the time when IC SPOC is informed by the impacted party (the time stamp shall be included in the report made by IC SPOC to be transparent to all parties). Upon reception of the message provided by IC SPOC, the relevant TSO(s) will close the borders on the best effort basis prior joining ICCC – information on the reporter of the issue shall be included in the message for invitation to ICCC. Should the IC SPOC send the wrong information about the borders to be closed the IC SPOC bears no liability.

IC SPOC is contacted via phone, if IC SPOC nor backup IC SPOC is not responding, the e-mail request is sent by the requesting party. In this case the time stamp of the e-mail is applicable as a starting point of the cost sharing.

Therefore, it is agreed to amend the normal XBID Incident Procedure (*XBID_JOINT_FAL_01*) leading then to executing of the procedure *XBID_JOINT_EXC_01*. This shall result in closing of the affected borders immediately by the TSOs on a best efforts basis as soon as the request for ICCC is received by the TSOs unless the TSOs closed the borders already based on the internal decision. The process also implies that *XBID_JOINT_NOR_03* shall be updated.

In the ICCC e.g. the additional decision to closing any other (extra) interconnector(s) could then be taken. After which then also the closing of trading in the respective areas could be decided or reopening of the already closed borders.

In case of the planned outages the ICCC is not activated following process is followed:

- Shipping Agent, who intend to maintain the system, informs OPSCOM 5 business days in advance about the planned outage.
- A new common procedure for planned maintenance similar to TSO_OTH_04 will be followed.

* notification is defined as calling to IC SPOC to report the issue (in order for IC SPOC to start ICCC incident call).

Table**

Affected Shipper/Nomination system	Borders to be closed by respective TSOs
EMCO or EPEX or nomination system in any MNA area	DE-CZ, AT-CZ, AT-HU, AT-SI, MA_IT-CP-FR, MA_IT-CP-AT, , PLC-CZ
CEPS or nomination system in CZ	DE-CZ, AT-CZ, PLC-CZ
MAVIR or nomination system in HU	AT-HU, HU-RO, HU-HR
BSP or nomination system in SI	AT-SI, HR-SI, MA_IT-CP-SI

CROPEX or nomination system in CRO	HR-SI, HR-HU,
TEL or nomination system in RO	HU-RO, RO-BG
GME or nomination system in IT	MA_IT-CP-FR, MA_IT-CP-AT, MA_IT-CP-SI

As agreed on ID SC 6th November 2019: ***(The IDSC agrees that, if the transit shipper change-over cannot happen after 3 months, the transit shipping between 1st wave parties + Poland and 2nd wave parties will be stopped)*** in case of MNA TS switch delay after 3 months from 19th November, respective borders will be closed immediately: DE-CZ, AT-CZ, AT-HU, AT-SI, CZ-PLC.

Cost sharing:

- *From the moment of the notification by the incident reporter to the IC SPOC imbalance costs are then shared among IDOA operational parties.*
- *Before that notification by the incident reporter to the IC SPOC is sent – costs for imbalances are borne by the party causing the incident.*
- *The principles above are applicable for the interim period of 6 months after 2nd Go Live.*

**Table shall be included as in the *XBID_JOINT_FAL_01* and *XBID_JOINT_EXC_01* procedure as an annex.

9. Imbalance

Actual Net Imbalance Costs which are due for imbalances caused by an incident in transit shipping process occurring before the Notification, as described in the procedure for outages applicable to TS, shall be solely borne by the Party which is causing the incident in transit shipping process.

Actual Net Imbalance Costs which are due for imbalances caused by an incident in transit shipping process occurring after the Notification shall be considered as SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC, to be shared according to the principles set forth in Exhibit 12: Cost sharing, monitoring and settlement.