

**Services Contract IDA-CIP solution – Annex 8**

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**Annex 8 – Accession Form**

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### ACCESSION FORM

1. [NAME OF NEW NEMO], a company organised and existing under the laws of [COUNTRY], with VAT n° [VAT NUMBER], having its registered office at [ADDRESS] and registered with [REGISTER DETAILS] under the number [COMPANY NUMBER] and, hereinafter referred to as “Acceding NEMO”,

#### WHEREAS:

- (1) The NEMOs are cooperating with TSOs in the context of the development and operation of a Single Intraday Market Coupling (SIDC) in compliance with the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (“**CACM Regulation**”).
- (2) The NEMOs and TSOs have to supplement, in compliance with the applicable legal and regulatory framework, the SIDC with an intraday auction mechanism (“**IDA**”) with a view to implementing an icross-zonal capacity pricing mechanism;
- (3) In this context the NEMOs assigned UNICORN (“**Provider**”) to develop, deliver and maintain the information and communication technology (ICT) tool (**IDA CIP Tool**) required for interfacing the different systems communicating in the context of the envisaged IDAs (the “**Services**”). The Services are subject to the terms and conditions of the IDA CIP Services Contract entered into on [Date IDA-CIP Services Contract] by the NEMOs and Provider, including all annexes thereto and including any attachments to these annexes (hereafter the “**Contract**”);
- (4) Acceding NEMO acceded on [DATE] to the SIDC Cooperation; and
- (5) Acceding NEMO now wishes to accede the Contract.

#### NOW THEREFORE NEW NEMO DECLARES:

1. Acceding NEMO declares to be fully aware of, to acknowledge and to accept the terms and conditions of the Contract.
2. Acceding NEMO declares that by signing this Accession Form it expressly accedes to the Contract and accepts that as Party of the Contract it is subject to the same terms and conditions as the current Parties as of the date of the signing of the Accession Form.
3. Acceding NEMO declares that if at time of signing of the Accession Form, Acceding NEMO is aware of any reason which at that time affects its possibility to accede to the Contract or of any reason which prevents Acceding NEMO to comply with the Contract, Acceding NEMO shall inform in writing the current NEMOs.

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4. Acceding NEMO declares that it accepts the IDA CIP Solution developed by Provider in the same way the current NEMOs accepted it.
5. Acceding NEMO declares to receive the Services from Provider as of [DATE].
6. Acceding NEMO declares that it shall pay in accordance with the terms of Article 20 of the Contract its share in the Remuneration to be paid to Provider for the Services provided by Provider as of the date set forth under Article 5 hereabove.

For the avoidance of doubt the Remuneration to be paid to Provider for the provided Services is not dependent on the number of NEMOs receiving the Services and therefore accession of Acceding NEMO shall not lead to an increase of the Remuneration to be paid to Provider for the Services pursuant to Article 20 of the Contract and **Annex 4 (Remuneration)**.

7. Acceding NEMO declares that it accepts that any dispute arising out of or in connection with this Accession Form shall be settled in accordance with the Contract.

For the avoidance of doubt, all capitalized terms in this Accession Form shall have the meaning set forth in **Annex 11 (Definition List)** to the Contract, except if otherwise expressly indicated.

- *Signing page follows* -

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Acceding NEMO

.....  
First Name, Last Name, Position

.....  
First Name, Last Name, Position