

Applicability

12.1 This section applies to a **market participant** who has requested or is receiving **system access service** under any rate in the **ISO tariff**.

Assignment

12.2(1) A **market participant** may assign its agreement for **system access service** or any rights under it to another **market participant** who is eligible for the **system access service** available under the agreement and the **ISO tariff**, but only with the **ISO's** prior consent.

12.2(2) The **ISO's** consent under subsection 12.2(1) above must not be unreasonably withheld.

12.2(3) The **ISO** must apply to the account of the assignee all rights and obligations associated with the **system access service** when a **system access service** agreement for Rate DTS, *Demand Transmission Service*, Rate FTS, *Fort Nelson Demand Transmission Service*, or Rate STS, *Supply Transmission Service*, has been assigned in accordance with subsection 12.2(1) above, including any and all retrospective adjustments due to deferral account reconciliation or any other adjustments.

Termination by Mutual Agreement

12.3(1) The **ISO** and a **market participant** may, by mutual written agreement, terminate any agreement entered into with respect to **system access service** under the **ISO tariff**, provided such termination does not relieve either the **ISO** or the **market participant** of any obligations accrued or accruing under the agreement prior to its termination.

12.3(2) Subsection 12.3(1) above does not limit the **ISO's** ability under subsection 2.4(1) of the **ISO tariff**, *Provision of System Access Service*, to unilaterally limit, reduce, withhold or terminate **system access service** if a **market participant** fails to comply with a provision of the **ISO tariff**.

Notifications

12.4(1) A notice or other document that is required to be given or served by a **market participant** upon the **ISO** under the **ISO tariff**, must be provided as follows:

- (a) in writing;
- (b) by personal service, registered letter, or email; and
- (c) addressed to:

AESO
2500, 330 – 5th Avenue SW
Calgary, Alberta T2P 0L4
Attention: ISO Tariff
ISOtariiffnotice@aeso.ca

12.4(2) A notice or other document that is required to be given or served by the **ISO** upon a **market participant** under the **ISO tariff**, must be provided as follows:

- (a) in writing;
- (b) by personal service, registered letter, or email; and
- (c) sent to the address(es) shown for the **market participant** in the relevant agreement for **system access service**.

12.4(3) A **market participant** and the **ISO** must deem all notices to be duly given:

- (a) upon delivery if personally delivered;
- (b) 5 **business days** after posting if sent by registered mail during normal postal service conditions; or
- (c) on the same **day**, if emailed.

12.4(4) In the event of disruption of normal postal service, a **market participant** and the **ISO** must provide notice by personal service or email.

Revision History

Effective	Description
2021-01-01	Revised and reformatted all subsections, as approved in Commission Decision 25175-D02-2020 issued on November 30, 2020.
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.