## 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 3000, 240 – 4 Avenue SW Calgary, AB T2P 4H4 Attention: ISO Tariff ISOtariffnotice@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
2025-01-01	Updated subsection 12.4(1)(c), as approved in <b>Commission</b> Decision 29606-D01-2024 issued on December 18, 2024.
2021-01-01	Revised and reformatted all subsections, as approved in <b>Commission</b> Decision 25175- D02-2020 issued on November 30, 2020.
2015-07-01	Updated subsections, as approved in <b>Commission</b> Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in <b>Commission</b> Decision 2011-275 issued on June 24, 2011.