



## RESOLUTION N°005/ERERA/15

### Approval of the Regional Market Rules for the West African Power Pool

The Regulatory Council,

Mindful of Article 18.3(c) of Regulation C/REG.27.12/07 of 15 December 2007,  
as amended, on the composition, organisation, functions and operations of  
ERERA, and

After the review of the Regional Market Rules for the West African Power Pool  
(WAPP) as proposed by the WAPP General Secretariat,

#### RESOLVE THAT:

1. The Regional Market Rules for the West African Power Pool, hereby attached, is approved by the Regulatory Council.
2. The Regional Market Rules for the West African Power Pool shall be published in the ERERA official Bulletin and Website.

**Done in Accra, GHANA, on August 18, 2015**

Mr. Alagi Basiru GAYE  
Council Member

Mrs. Ifeyinwa IKEONU  
Acting Chairperson

**REGIONAL MARKET RULES**  
FOR  
**WEST AFRICAN POWER POOL**

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*AUGUST 2015*

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# THE WEST AFRICAN POWER POOL MARKET RULES

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## CHAPTER I. INTRODUCTION AND OBJECTIVES

### Article 1. Introduction

1. Title

The Rules set forth herein shall be called the Regional Market Rules for the West African Power Pool.

2. Authority

- a. These Rules are the Regional Market Rules authorised by the mandate of Regulation C/REG.27/12/07 as amended, on the Composition, Organisation, Functions and Operation of the ECOWAS Regional Electricity Regulatory Authority – EREERA.
- b. These Regional Market Rules govern the commercial transactions pertaining to cross border flows of electricity that utilize the transmission lines and associated assets of the interconnected system of the West African Power Pool.
- c. The first version of these Regional Market Rules is approved by the ECOWAS Regional Electricity Regulatory Authority – EREERA. Subsequent amendments shall be carried out according to the procedures set out in these Rules.

3. Application

- a. The Regional Market Rules (RMR) govern the commercial trading of all electricity that flows across international borders between participating countries through transmission lines hereafter defined in Article 4 as WAPP Interconnected Transmission System, in compliance with the standards and procedures defined in the “Operation Manual for WAPP Interconnected Power System” (known hereafter as the “Operation Manual”).
- b. These RMR shall also apply to and bind all persons who are registered with the System and Market Operator (SMO) as Participants or Applicant.
- c. The RMR shall have the effect of a contract between each Participant and the System and Market Operator by virtue of the execution by the regional Market Operator and each Participant, of a Market Participation Agreement under which the regional Market Operator and each Participant shall agree to observe and perform the requirements of these RMR.

4. Relationship with the Operation Manual and the Operating and Market Procedures:



- a. These RMR complement and supplement the Operation Manual and should be read in conjunction therewith.
- b. These RMR shall be interpreted so as to avoid, to the extent reasonably possible, findings of inconsistency between these Rules and the Operation Manual.
- c. Operating Procedures and Market Procedures complement and supplement these Rules.

## **Article 2. Objectives**

The objectives of these Rules are to establish and govern an efficient, competitive, transparent and reliable market for the sale and purchase of wholesale electricity and Ancillary Services in the WAPP region and to ensure that the Operation Manual and the RMR work together to secure efficient co-ordination and adequate participation

## **Article 3. Contents**

1. Further to Article 2 on Objectives, these Rules:
  - (i) provide a framework for an efficient, competitive, transparent and reliable wholesale electricity market;
  - (ii) set out the responsibilities of Participants, the System and Market Operator (SMO) and the Control Area Centres in relation to trading, co-ordination, dispatch and contract nomination, managing, metering, settlement and payments;
  - (iii) set out the operation and system for managing imbalances;
  - (iv) ensure an efficient, transparent and predictable settlement system and set out the payment obligations;
  - (v) establish a governance mechanism and a market monitoring system;
  - (vi) provide a framework for resolution of disputes amongst Participants or between Participants on one hand and the SMO on the other, on matters relating to the RMR and the Operation Manual;
  - (vii) provide an efficient and transparent process for amending the RMR and
  - (viii) promote regional integration and create the commercial environment in which public and private investments can be developed efficiently.

## CHAPTER II. GENERAL CONDITIONS

### Article 4. Definitions

<b>Applicant</b>	Any company applying for admission to the regional market as Participant
<b>Ancillary Services</b>	Defined as in the WAPP Operation Manual;
<b>Ancillary Services Contract</b>	Agreement between two System Operators in the WAPP to provide ancillary services;
<b>Available Transfer Capability</b>	The remaining capability of a national transmission system or cross border interconnector to transfer electrical energy between WAPPITS nodes, within safety constraints after all contracted commitments have been taken into account;
<b>Balancing Electricity</b>	The amount of electricity injected or withdrawn from a WAPP node at variance with the scheduled amount;
<b>Bilateral Contracts</b>	Agreement entered between a buyer and seller of electricity for the sale and purchase of electricity under these Market Rules including power exchange contracts. The seller agrees to inject and the buyer agrees to extract the agreed upon volume of electricity in the relevant trading interval or intervals for a price mutually agreed;
<b>Cross Border Interconnector</b>	A transmission line that connects the electrical system of two participating countries which is metered at the WAPP Nodes within each connected country;
<b>Day</b>	One calendar day;
<b>Day Ahead Market</b>	Mechanism through which buyers and sellers of electricity are matched anonymously with each other at a market clearing price established through matching bids and offers for the next operating day;
<b>Day of Delivery:</b>	The 24 hour period beginning at 00:00:00 during which contracted electricity is to be injected into and extracted from the WAPPITS;



<b>Data Collection System</b>	A computer based system for remotely acquiring data from Metering Equipment;
<b>Electrically Adjacent Country</b>	Countries which may exchange electricity without the need to enter the Transmission Network of a third country;
<b>Electricity Supply Industry</b>	Those organisations that are involved with any or all of the Generation, Transmission, Distribution, Import, Export, Sale or Purchase of electricity.
<b>Electricity Transfer Profile</b>	The electrical power measured in MW which is injected into or extracted from a WAPPITS node for a duration of 1 hour for each hour of a Day of Delivery
<b>ERERA</b>	ECOWAS Regional Electricity Regulatory Authority – A Specialized Institution of ECOWAS established by the Supplementary Act A/SA.2/1/08 of 18 January 2008 and charged with regulating the regional electricity market as defined by Regulation C/REG.27/12/07 on the Composition, Organisation, Functions and Operation of the ECOWAS Regional Electricity Regulatory Authority – ERERA
<b>Final Physical Notification</b>	Final confirmation from National System Operators to the SMO of the amount of electricity they intend to inject or withdraw from the relevant Interconnection Node for each hour of the Electricity Transfer Profile after which no adjustments may be made.
<b>Total Transfer Capability</b>	The total capability of a national transmission system or cross border interconnector to transfer electrical energy between WAPPITS nodes, within safety constraints but disregarding any contracted commitments.
<b>ICC</b>	Information and Coordination Centre of WAPP
<b>Length of Market</b>	Relationship between contracted and actual electricity flows in the market; markets may be long or short.
<b>Long Market</b>	Condition in which the volume of electricity passing through the WAPPITS is less than the sum of the contracts for the trading interval;
<b>Long Position</b>	Condition in which the volume of electricity injected by a National System Operator into an WAPPITS node is greater than contracted volume to be injected, or in



	which the volume of electricity extracted by a National System Operator from an WAPPITS node is less than the contracted extraction.
<b>Market Accounts</b>	Accounts maintained to hold records of transactions undertaken with or on behalf of Participating Enterprises in the Balancing and Day Ahead markets
<b>Market Operator</b>	A centralized organization responsible for the management of energy exchanges on behalf of Market Participants
<b>Market Participant or Participant</b>	A company of the electricity supply industries of any of the WAPP countries that has followed the procedure and has been registered by the SMO as market participant.
<b>Market Participation Agreement</b>	Agreement under which the SMO and each Participant shall agree to observe and perform the requirements of these Regional Market Rules
<b>Market Procedures</b>	The procedures needed and developed by the SMO to operate the regional market from the commercial point of view.
<b>Operating Procedures</b>	The procedures established to operate the interconnectors safely and maintain the flows inter and intra control area
<b>Physical Notification</b>	Notification from System Operators of the amount of electricity they intend to inject or withdraw from the relevant Interconnection Node for each hour of the Electricity Transfer Profile;
<b>Regional electricity market</b>	All cross-border electricity trading and related services made through the regional interconnected transmission networks within the ECOWAS sub-region
<b>Regional Transmission Network</b>	Interconnected System of the WAPP
<b>RMR</b>	Regional Market Rules: these rules governing the commercial trading of all electricity that flows across international borders between participating countries.
<b>Settlement Period</b>	The time over which all transactions are accumulated for financial settlement, set to 1 calendar month;

<b>Short Market</b>	Condition in which the volume of electricity passing through the WAPPITS is greater than the sum of the contracts for the trading interval;
<b>Short Position</b>	Condition in which the volume of electricity injected by a TSO into an WAPPITS node is less than contracted volume to be injected, or in which the volume of electricity extracted by a TSO from an WAPPITS node is greater than the contracted extraction;
<b>Start of the Regional Market</b>	Date specified and published by ERERA for the commencement of the Regional Market
<b>System Operator</b>	Organisation charged with the operation of the dispatch of electricity and operation of relevant transmission lines to ensure that the instantaneous supply of electricity matches load;
<b>System and Market Operator or SMO</b>	Regional Institution responsible for regional market operation functions and additionally some system operation functions in the fields of coordinating flows and allocating transmission capacity.
<b>Trading Interval</b>	Set to a period of one (1) hour;
<b>Transmission System Capability Statement</b>	Assessment by the WAPP of the capability of the WAPP Interconnected Transmission System to support the required energy flows across both National Systems and cross-border connections
<b>Transmission Operator</b>	An Organisation responsible for maintaining the assets of the transmission grid;
<b>Transmission System Operator or TSO</b>	An Organisation that combines the functions of System and Transmission Operations into a single entity;
<b>WAPP</b>	West African Power Pool, a specialized institution of ECOWAS established by Decision A/DEC.20/01/06 of January 12, 2006, by the Conference of Heads of State and Governments, with a responsibility to develop electricity infrastructure and establish a unified electricity market.
<b>WAPPITS Node</b>	The point of interchange between a cross border interconnector and the transmission system of a participant country, equipped with metering equipment



	to the specification in the Metering Code of the WAPP Operation Manual;
<b>West Africa Power Pool Interconnected Transmission System or WAPPITS</b>	The transmission lines that form the regional transmission network defined as so and agreed by the countries. These lines are the regional interconnectors; the regional lines owned by Special Purpose Companies and the transmission lines of the domestic systems designated as forming part of the regional transmission network
<b>Wheeling of Electricity</b>	The transfer of electricity which is the subject of a bilateral agreement between non-adjacent countries through a third party country or countries.

### Article 5. Interpretation

1. In these Regional Market Rules, unless the contrary intention appears:

- (i) **Persons:** a reference to a person includes an individual, a firm, a corporate body, a partnership, a joint venture, an unincorporated body or association, or any government agency
- (ii) **Clauses:** a reference to a clause, chapter, section, article, annexure or schedule is a reference to a clause or chapter or section or article or annexure or schedule to the Regional Market Rules;
- (iii) **Statutes, etc:** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iv) **Variations:** a reference to a document (including the Regional Market Rules) includes any variation or replacement of it;
- (v) **Appointments:** where these Regional Market Rules confer a power on a person to make an appointment to a position, the person also has the power:
  - (a) to specify the period for which any person appointed to exercise the power ("appointee") holds the position;
  - (b) to remove or suspend an appointee and to reappoint or reinstate an appointee; and
  - (c) to appoint a person to act temporarily in place of the appointee during the period of suspension or other inability where an appointee is suspended or is unable, or expected to become unable to perform the functions of the position.
- (vi) **Functions:** incorporates the meaning of function, power, duty, responsibility and authority;

- (vii) **Include or Including:** the words “include” or “including” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates;
- (viii) **System Operator:** includes both Transmission System Operator in countries where a single entity undertakes the duties of both functions, and Independent System Operator where the duties of transmission and system operations are separate;

2. In these Rules, unless the context otherwise requires:
- a. a reference to a particular Part, Rule or Appendix means a part of, a rule of, appendix to these RMR;
  - b. a reference to the masculine include the feminine and references to the singular include the plural and vice versa;
  - c. a reference to law, regulation or decision shall be construed, at any particular time, as including a reference to any modification, extension, re-enactment or replacement thereof then in force;
  - d. a derivative of any term or expression defined or interpreted in these Rules shall be construed in accordance with the relevant definition or interpretation; and a reference to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument, as the same may have been, or may from time to time be, modified.

#### **Article 6. Subservient documents**

1. The following documents are subservient to the Regional Market Rules:
  - a. Market Procedures;
  - b. Forms required for the submission of information to the SMO (as mentioned in the Market Procedures); and
  - c. Any other document or instrument issued, made or given by the SMO under the RMR.

#### **Article 7. Operating Procedures and Market Procedures**

1. Operating Procedures

The SMO together with the Control Areas shall from time to time draft, adopt and implement, and where necessary, amend such detailed Operating Procedures as it may consider necessary for:

- (i) implementation and application of the Operation Manual;



- (ii) coordination of operation of the regional transmission system, including operational planning, maintenance coordination and scheduling of interconnectors; and
  - (iii) clarifying interpretations and the methodologies connected with the regional grid and the Operating Manual.
2. Market Procedures

The SMO shall from time to time draft, adopt and implement, and when necessary, amend such detailed Market Procedures as it may consider desirable for:

- (i) implementation and application of these RMR;
- (ii) administration of the Market; and
- (iii) clarification of interpretations and the methodologies to be adopted in the application of these Rules.

#### **Article 8. Consultation and approval**

1. The Operating and Market Procedures referred to in “Article 7 Operating Procedures and Market Procedures” shall be drafted by the SMO in consultation with Participants and ensuring that EREDA is informed of the process. The Procedures will require final approval from EREDA.
2. The Procedures drafting shall involve the following:
  - a. The procedures are prepared by the SMO
  - b. The procedures are prepared in consultation with stakeholders
  - c. The procedures are developed in a transparent manner giving all stakeholders the opportunity to contribute
  - d. The procedures must include provisions for modification when required and this provisions should follow the same principles stated in this Article for the initial drafting of the Procedures.
  - e. EREDA is maintained informed of the process being followed.
  - f. The whole process is recorded and files are made available to stakeholders who desire
  - g. EREDA provides the final approval to the procedure being followed.

#### **Article 9. Publication**

The Operating Procedures, the Market Procedures, the RMR and the Operation Manual will be available in the official bulletin of EREDA and on the Websites of WAPP, for open access to the public. Once any of these documents is approved and published, it becomes binding on the market participants.

**Article 10. Unforeseen conditions**

1. Action to be taken in circumstances not anticipated by these Rules

If circumstances arise which have not been foreseen in these RMR and in respect of which provisions have not been made therein, the SMO shall, if practicable and possible, consult promptly with ERERA with a view to reaching an agreement on the manner to deal with the circumstances. Immediately after the situation has been solved, the SMO will initiate the procedures for an amendment to the RMR as established in Article 41 on Amendments of the rules.

2. Cases in which urgent action is required

In all cases where it is not possible or practicable to consult with the WAPP Executive Board within the time available for the SMO to perform its functions, the SMO shall proceed and inform ERERA and refer the unforeseen circumstances and the measures taken to the WAPP Executive Board for review, together with its proposals for amending these RMR to cover the unforeseen circumstances

**Article 11. Force Majeure**

1. A Force Majeure is an event that is unforeseeable or is beyond the reasonable control of market participants that prevents any one of the parties performing their obligations under their bilateral contracts, RMR or Operation Manual.
2. In the event of a Force Majeure event, these RMR and terms and conditions of the market rules are suspended, and no financial penalty shall attach to any party for failure to discharge obligations as a consequence of the Force Majeure event.
3. If such an event occurs, the SMO shall be informed by the party affected by the force majeure event of his impossibility to meet his obligations within 15 minutes of becoming aware of the event, and the SMO shall subsequently inform all market participants of the event. Such notification to the SMO shall be in writing
4. If the SMO verifies that the Force Majeure affects a limited area within the West Africa Power Pool Interconnected Transmission System, the SMO shall inform all unaffected Participants that trade may continue.
5. The TSOs of the country or countries within whose boundaries the Force Majeure event occurs shall use all reasonable endeavors to mitigate the consequences of the event on the regional transmission system in accordance with prudent utility practices
6. ERERA shall be responsible for declaring an event as a Force Majeure event.



**Article 12. Market Phases**

1. The Regional Electricity Market development will be carried out in stages to allow the countries adapt to the new environment and gradually effect the changes required domestically to give full effect to these Market Rules
2. The Market Stages for the full development of the Regional Power Market and their characteristics are:

a. Market Phase 1

The Market Phase 1 extends from the moment when the approved RMR become effective to the moment declared by ERERA as end of Phase 1 and beginning of Phase 2. ERERA will take into consideration the recommendation of the Executive Board of WAPP for the Market Phase 2 to begin. The main condition precedent for the commencement of Phase 2 shall be the availability of sufficient transmission infrastructure development interconnecting the member countries. During Market Phase 1 the RMR will provide for:

- (i) Trading that today is carried out on a “case by case” basis is standardised through procedures and administrated by the SMO;
- (ii) The regional market is a bilateral market where bilateral agreements are used for trading (countries, regional companies)
- (iii) Trading is carried out through bilateral agreements using approved “model contracts”; these bilateral agreements can be short, medium or long term agreements.
- (iv) Transmission pricing is agreed between parties involved in a contract for existing contracts while the pricing for new contracts coming into effect after the approval of the Regional Transmission pricing methodology shall be governed by the approved methodology
- (v) The region initiates an operational and commercial coordination enforced by the RMR
- (vi) Preparation for the following market stage the RMR should provide that all provisions for this Market Phase 1 are consistent with the further development of the WAPP
- (vii) ERERA is responsible for enforcement of the RMR and dispute resolution
- (viii) The designated institution to carry out the SMO functions is furnished with all the provisions required to carry out the regional market operation

b. Market Phase 2

To begin Market Phase 2, the conditions precedent established in the Road Map for Market Phase 2 have to be fulfilled and ERERA together with the Executive Board have to establish the date for the initiation of the new market phase after all conditions precedent have been fulfilled. During Market Phase 2 the RMR will provide for:

- (i) Bilateral trading with transit through third countries, based on standard commercial instruments (contracts).
- (ii) Transactions can be carried out between individual agents of the countries
- (iii) Short term exchanges are carried out through a day ahead market which contemplates a regional optimization through a regional optimisation dispatching model
- (iv) Transmission pricing is regulated by ERERA and it is no longer possible to agree it bilaterally
- (v) The regional System and Market Operator (SMO) is operative and with the responsibilities established by the RMR.

c. Market Phase 3

To begin Market Phase 3, the conditions precedent established in the Road Map for Market Phase 3 have to be fulfilled and ERERA together with the Executive Board have to establish the date for the initiation of the new market phase after all conditions precedent have been fulfilled. It is expected that Market Phase 3 will take place in the long or very long term. During Market Phase 3 the RMR will provide for:

- (i) The operation of a competitive market. There is liquid and competitive market in the region made possible by the availability of enough regional transmission capacity and enough reserve in the countries so as to make possible this competitive market.
- (ii) The possibility that countries or a group of countries voluntarily decide to put their resources under a common optimisation system (unifying dispatches). This phase can coexist for some time with market phase 2.
- (iii) Trading different product integrating other markets: market for some ancillary services, financial products.

**Article 13. Conditions precedent for each market phase**

1. The commencement of each of the Market Phase will require that the conditions precedents for that Market Phase are fulfilled. The outline of the conditions precedent for the Phase 1 and 2 of the market phases are provided below.
2. The conditions precedent for Market Phase 1:
  - a. The General Assembly has appointed the ICC as the institution to carry out during Market Phase 1 the functions of SMO.
  - b. The General Secretariat of the WAPP together with the ICC have developed an implementation plan to carry out the General Assembly's decision and the plan has been approved by the Executive Board.



- c. Contract templates have been approved by EREDA.
  - d. The Regional Transmission Pricing Methodology has been approved by EREDA
  - e. The ICC has developed the procedures for administration of contracts and registering of market participants and EREDA has approved these procedures.
  - f. Market rules for Market Phase 1 have been approved by EREDA.
  - g. In addition to the above mentioned conditions precedent for Market Phase 1, the following activities have to be at least initiated and have to be achieved before this market phase ends:
    - (i) The ICC has incorporated and tested the infrastructure required to carry out its functions as SMO. Human resources are trained to carry out ICC's assignments.
    - (ii) EREDA develops the dispute resolution procedures.
    - (iii) The "Engineering and Operating Committee" arrives to an agreement on regional standards and operational procedures to operate. This agreement includes a period of time after which these standards become enforceable for market participants. The compliance and monitoring system is part of the agreement. This agreement has to be on line with the "Operational Manual". The agreement is communicated to EREDA for its enforcement.
    - (iv) Parties of existing bilateral contracts will make their best efforts to adapt existing contracts to the requirements of these Market Rules.
3. The conditions precedent for Market Phase 2:
- a. The ICC has been confirmed by the General Assembly as the independent regional system and market operator (SMO) or a new institution has been created and implemented to carry out these tasks.
  - b. The SMO is fully operational (it has the infrastructure tested and human resources needed and trained to carry out its assignments for Market Phase 2).
  - c. EREDA has developed and implemented dispute resolution procedures which are fully operational.
  - d. The SMO has developed the required procedures to operate according to requirements of Market Phase 2, EREDA has approved the procedures and the procedures are operational. Among the most important procedures (but not limited to):
    - (i) Market operation of the day ahead market
    - (ii) Settlement, billing and payment
  - e. The SMO has tested the systems (hardware and software) including "shadow running" of the market.
  - f. EREDA has designed and implemented the market monitoring activity.
  - g. Market rules for Market Phase 2 have been officially approved by EREDA.

- h. EREERA has approved the transmission tariff methodology and transmission tariffs have been calculated and approved by EREERA.
- i. The previously agreed convergence to regional technical standards continues to be implemented according to schedule and EREERA supervises this process.
- j. There is reasonable transmission capacity and generation capacity in the region.

**Article 14. Effectiveness**

1. EREERA shall confirm that the events and circumstance set out in Article 13 for the operation of Phase 1 of the Market Phase have been met
2. EREERA shall then, after consultation with WAPP, specify the date on which the Regional Market Rules shall become effective and operational and publish the Start of the regional Market at least one month in advance.



## CHAPTER III. THE SMO

### Article 15. Organisation

The System and Market Operation functions will be performed during Market Phase 1 by the existing Information and Coordination Centre (ICC). For Market Phase 2 the ICC will be transformed into an independent institution from the General Secretariat which will cover current ICC's functions plus the System and Market Operation functions.

### Article 16. Duties of the SMO

1. This Article establishes globally the SMO's objectives and specific activities. These RMR provide for the specific points that are applicable for each Market Phase.
2. The general SMO objectives are:
  - a. Day-to-day management of the different markets (bilateral market, day – ahead market)
  - b. Co-ordination with control areas for the use of interconnectors and to optimise this use
  - c. Settlement of the market fees including other charges such as fees for services, transmission payments, etc
  - d. Market monitoring and surveillance
3. The SMO's specific activities will be:
  - a. Coordination of scheduling interconnectors
  - b. Monitoring load flows and taking action on variances (coordinating control areas / TSOs efforts to maintain flows)
  - c. Settlement of imbalances
  - d. Operational planning of the interconnectors
  - e. Congestion management
  - f. Market Monitoring and surveillance
  - g. Administration of contracts
  - h. Dispute Management at an operational level for solving operational disputes in first instance
  - i. Managing the Day Ahead Market (scheduling)
  - j. Meter Read administration
  - k. Management of settlement, billing, payment processes
  - l. Administration of commercial data bases
  - m. General administration of the institution (HR, financial administration, etc)
  - n. Collaboration with other regional institutions (WAPP General Secretariat, ERERA)

**Article 17. Delegation**

The SMO may delegate any of its functions under the market rules to a person or body of persons that is competent to exercise the said functions. Such delegation shall be with the prior approval of ERERA. A function performed by a delegate is to be taken as being performed by the SMO.

**Article 18. Reporting**

1. The SMO shall report to ERERA and the WAPP Executive Board as follows:
  - a. An Annual report of activities including market performance, financial statements and operational disputes to no later than June 30 of the following year.
  - b. A summarised report on market evolution to be produced every four months.
  - c. Any other report on specific issues that may be required by the WAPP Executive Board or ERERA.
2. The above mentioned reports as well as any other report necessary for the proper functioning of the market which is not confidential will be made available to market participants and national Regulators by the SMO through its website.

**Article 19. Information and databases**

1. The SMO will develop and maintain at least the following databases:
  - a. Database on contracts administration
  - b. Data base on commercial operations
  - c. Metering data base
  - d. Data base on cross border flows
  - e. Data base on WAPP Assets

**Article 20. Market monitoring**

1. The SMO, within six months of this RMR approval, shall develop and submit for ERERA's approval the Market Monitoring Procedure.
2. The purpose of the Market Monitoring Procedure is to establish the mechanism by which the SMO shall verify that all Participants comply with the market rules and market procedures.
3. The market monitoring procedure shall specify:
  - (i) the SMO's monitoring processes for assessing compliance by all Participants with the RMR and Market Procedures;
  - (ii) a process for market participants to report alleged breaches of the RMR or Market Procedures;



- (iii) processes for investigations into alleged breaches of the RMR or Market Procedures;
- (iv) guidelines for the SMO when issuing warnings about alleged breaches by Participants to the RMR or Market Procedures; and
- (v) the procedure for bringing proceedings in respect of market rules breaches before ERERA in line with ERERA's dispute Resolution Procedure.
- (vi) Where breaches in the RMR have been identified or where there is a reasonable concern that the RMR have been breached, all documentation relating to the matter will be provided to ERERA to adjudicate and to take necessary action.

#### **Article 21. Market Audit**

1. No later than 4 months after the end of each financial year, the SMO shall appoint one or more properly qualified Auditors selected in an open tendering process by adequate means to carry out the audits of:
  - a. the compliance of the SMO's internal and business processes with the RMR;
  - b. SMO's compliance with the RMR and Market Procedures;
  - c. SMO's market software systems and processes for software management;
  - d. the market accounts operated on behalf of the Participants;
2. The Auditor shall provide the SMO with a report and within 30 days of receiving the report and the SMO shall either:
  - a. accept the report and any recommendations contained therein ; or
  - b. prepare a separate report setting out the matters raised in the audit of the Market Accounts report which the SMO accepts and those which it does not accept and setting out the SMO's reasons for its opinion.
3. The Auditors report and any opinion of the SMO on the report shall be forwarded by the SMO to ERERA within six (6) months of receiving the report.
4. The SMO shall publish on its website in the public domain the Market Auditor's report within 30 days of receiving ERERA's approval of the report. The SMO shall also publish on its website in the public domain any report it prepared within 5 days after ERERA's approval of the report, including recommendations made by ERERA if any.

## **CHAPTER IV. THE CONTROL AREAS**

### **Article 22. Organisation**

WAPP is organized in control areas for operational purposes. The control areas are as defined in the Operation Manual.

### **Article 23. Duties of the Control Areas**

1. The control areas in WAPP perform operational roles which includes the coordination of operations with domestic TSOs in their specific areas according to the Operation Manual in such a way that the flows in the interconnectors with other areas are maintained according to schedule. They do not have participation in the commercial aspects of trading in the region.
2. Regarding the regional market, the functions of the control areas include:
  - a. Ensuring flows inter area are maintained
  - b. Ensuring safe operation within the Control Area
  - c. Ensuring flows intra area are maintained as far as possible
  - d. Maintaining constant communication with the SMO to ensure flows in interconnectors
  - e. Collaborating with SMO on the operational planning of interconnectors
  - f. Coordinating with neighbouring control areas and TSOs within its area in cases of emergencies
  - g. Complying with the SMO's restoration procedures in case of emergencies within the Control Area

### **Article 24. Reporting, information and data bases**

1. Reporting

The Control Areas will report periodically to the SMO within the period specified by the SMO. The contents of the periodic reports will be established by the SMO
2. Information and databases

The control areas will implement the data bases specified by the SMO and will send the information to the SMO in the format and within the timeline prescribed by the SMO



## CHAPTER V. THE DOMESTIC TSOS

### Article 25. The domestic TSOs responsibilities

1. The key tasks of domestic TSOs with regard to the regional market are to ensure that:
  - a. Flows agreed at regional level are maintained in the interconnectors under its responsibility.
  - b. Technical parameters are maintained in the interconnectors under its responsibility.
  - c. Domestic system is operated safely to avoid having undue impacts in neighbouring systems.
  - d. Support in emergencies for neighbouring systems is made available when possible.
  - e. Required communications is maintained with the Control Area responsible of its area and due compliance with instructions.
  - f. Required communications is maintained with the SMO.

## **CHAPTER VI. MARKET PHASE 1**

### **Article 26. Representation**

1. One entity per country will represent the country's power sector for any issue dealing with these RMR and regional trade in the regional market.
2. The entity so appointed shall be the entity responsible for Transmission Systems Operation in each country.
3. Within 3 months of the approval of these RMR, the regulatory Authority in each country shall communicate to EREDA and SMO the institution representing the country's power sector in the regional market for the Market Phase 1.

### **Article 27. Admission of Market participant**

1. The SMO shall develop a specific procedure including the requisite forms for applying for admission to the regional market. The procedure (and forms) shall be approved by EREDA. If any modification is made later to the form or the procedure EREDA shall be required to approve the modifications.
2. The approved forms and procedure for applying as a market participant shall be publicised in the SMO and EREDA's web sites.
3. Applicants for market participants shall be required to complete the approved form and follow the approved procedure.
4. Once an applicant is accepted as market participant, such applicant shall receive a unique identification as market participant and will be integrated in the register of market participants that the SMO is obliged to keep.
5. EREDA shall give the final approval for market participation
6. An Independent Power Producer (IPP), which has a regional project, may be permitted to be a Market Participant under a special approval of the EREDA.

### **Article 28. Conditions for Market Participation**

1. Once the Applicant has received the notice from SMO that he has been accepted as a market participant he will have the right to trade in the regional market according to these RMR.
2. The Market participant will be entitled to access to all the information made available by EREDA and SMO for Market participants in the different databases.
3. Once the applicant becomes formally a market participant its obligations are set by the "Market Participation Agreement".



4. A Participant may at any time voluntarily cease its participation in the regional market upon:
  - a. giving not less than one year notice in writing to the SMO and ERERA of its intention to withdraw from the market;
  - b. complying with the requirements of Article 28.5; and
  - c. obtaining the prior written consent of ERERA on the cessation of its participation.
5. The conditions to be fulfilled by the Participant prior to withdrawal are:
  - a. payment in full of all amounts due and payable by the Participant under these rules or any other regulation in force before the Participant's withdrawal date;
  - b. demonstration, to the satisfaction of the SMO that the withdrawal shall not constitute a breach of any legal requirement or any other obligation of the Participant in relation to the market; and
  - c. undertaking remedial action to in respect of any outstanding breach by the Participant of these rules, or any other regulation in force which is capable of remedy.

**Article 29. Transactions in the regional market during Market Phase 1**

1. The following types of transactions are allowed during this phase:
  - a. all transactions in the regional market among market participants will be carried out through bilateral contracts.
  - b. Bilateral Contracts will be agreed between the parties freely following the model contract approved by ERERA
  - c. The price for the transmission services shall be determined as agreed by the parties in existing contracts or in accordance with the transmission pricing methodology approved by ERERA for contracts coming in force after the approval of the methodology.
2. Contract approval and contract registering
  - a. Contracts in the regional market shall follow the templates approved by ERERA
  - b. Contracts approved by ERERA shall be registered with the SMO
  - c. The SMO shall develop the procedure for approving contracts. This procedure shall be approved by ERERA and publicised.
  - d. The SMO shall register the approved contracts in a specific register, the "Contract Register" and maintain the register updated according to the contract durations.
3. Approval of contracts by the SMO
  - a. For all contracts, the time and duration of the capacity to be reserved on the transmission system must be approved before any contract enters into force to enable the SMO to ascertain if there is sufficient transmission capacity to fulfil the contract.
  - b. The SMO shall not withhold the approval of a contract if there is sufficient transfer capacity to fulfil the contract.



- c. Once the contract has been approved by the SMO the required capacity shall be reserved for the contract for a period the length of which depends upon the nature of the contract, and which shall be specified in the appropriate procedure mentioned in Article 30 Access to transmission capacity.
  - d. Existing agreements at the start of the market shall take priority over all of the nodes required to facilitate delivery, even if those contracts are awaiting completion of infrastructure projects before coming into force. Any agreed transmission tariffs within such agreements shall remain in force unless all parties agree to utilize the transmission tariff methodology approved by ERERA on the matter. Parties of pre - existing agreements have to present these agreements to the SMO within 3 months after the approval of the RMR to priority in the nodes for delivery.
  - e. Pre-existing PPAs must be registered with the SMO for analysis and approval no later than 3 months after approval of the RMR.
  - f. In the event that the SMO is unable to approve a contract, the negotiating entities shall be provided with a schedule of transfer availability over the contracted period to enable adjustments to the original contract.
  - g. Since Transmission Capacity is allocated on a first come, first served basis, the date and exact time of both the submission of the contract and of the approval or rejection shall be recorded.
  - h. In the event that contracts are submitted simultaneously and all contracts cannot be accommodated, the SMO shall approve contracts in such a way as to optimise the available transmission capacity.
  - i. Notices of Decision will be sent to the contract parties and the National System Operators (TSOs) of the countries involved in each of the trades to inform them if the contracts had been accepted and if they are not, the reasons for rejection.
4. Existing contracts
- Existing contracts agreed before the Market Phase 1 officially begins will be fully respected. However, parties are encouraged to negotiate modifications to them so that the contracts are adapted as much as possible to the market and the approved model contracts form.
5. Power Purchase Agreements (PPAs)
- a. The Terms and Conditions of a PPA are not mandated by these RMR except for the following:
    - (i) Unused capacity on cross border interconnectors and transit capacity within national borders must not be withheld from any other Participants of the WAPP and must be declared to the SMO using the procedure for physical notifications specified in Article 30 Access to transmission capacity.
    - (ii) If there is any clause or condition within an existing PPA or contract that specifically prevents the use of physically available capacity under normal operating conditions, it must be struck from the contract by mutual consent. If the PPA is silent on the use of unused capacity, then these market rules shall prevail.



- (iii) Any PPA agreed after the RMR approval shall be in the format of the model contract and shall use the Transmission Pricing Methodology valid for that Market Phase. .
6. Bilateral contracts
- a. During Market Phase 1 bilateral contracts will follow the provisions established by Article 29.1, Article 29.2 and Article 29.3.
  - b. Contracts will be settled bilaterally, that is to say, parties will invoice and pay each other according to the contract terms.
  - c. The contracts used in the regional market following these market rules are denoted as “Bilateral Agreements” (BA). ERERA will develop, approve and publicise 3 different templates for BAs: long term Bas (LTBA), medium term Bas (MTBA) and short term Bas (STBA) to be used for trading in the regional market.
7. Long and medium term BA
- a. The contracts will be settled on scheduled energy, differences with the scheduled quantities (day ahead) will be settled according to the balancing mechanism.
  - b. The contracts will provide for profiles arrangements in terms of profile and price, and will permit renegotiation of the variables in case of technical constraints.
  - c. Long Term BA will include explicit clauses to require that any unused contracted capacity on the interconnector or line is declared and made available to the SMO to enable trading.
  - d. The declaration will be made day ahead and it will include the time, duration and capacity that is not utilized by the contract.
  - e. A similar declaration will be made to the National TSO for any line within the national transmission network that are or may be used to wheel electricity.
8. Short term BA
- a. Short Term contracts will utilize a mandatory standard set of terms with a negotiable schedule to specify the variable parameters of price, volume, term and delivery points.
  - b. Short term BAs should be limited to adjacent countries during Market Phase 1. Short term BA will not pay for losses and transmission charges and will not include capacity charges either
  - c. The contracts will be settled on scheduled energy, differences with the scheduled quantities will be settled according to the balancing mechanism

**Article 30. Access to transmission capacity**

- 1. Access to Transmission Capacity during market phase 1 will be allocated to bilateral contracts on a ‘first come, first served’ basis; i.e. the acceptance by the SMO of a bilateral contract shall automatically reserve the required transfer capacity.

2. The following conditions have to be met by the parties of a bilateral contract that has been allocated transmission capacity and approved by the SMO:
  - a. The transmission capacity allocated cannot be transferred.
  - b. The transmission capacity allocated has to be used by the market participants to whom it was allocated (parties in a bilateral contract).
  - c. If the transmission capacity allocated to a contract is not used or partially unused, the market participant has to declare it to the SMO and make it available for other market participants.
  - d. The market participants have to communicate the SMO the use they will give to the transmission capacity allocated to them according to the procedures the SMO establishes. This procedure will establish the manner of communication and the frequency of communication which will have to be consistent with the Operation Manual and the operational planning of the interconnectors.
3. The SMO shall monitor and investigate the behaviour of market participants regarding how they are using their allocated transmission capacity and if they are declaring correctly ex – ante the use of this capacity. The SMO shall keep ERERA informed about irregularities.
4. ERERA shall develop a set of penalties for cases of no compliance with the provisions of the Article 30.2.

#### **Article 31. Payment for the transmission services**

1. During the market phase 1 most transaction will be between adjacent countries. This however does not preclude transaction involving transit countries
2. If a transaction with transit through a third country occurs during this market phase 1, then the parties to the contract will have to incorporate and negotiate with the third country which is providing the wheeling services the admitted losses and the fee for wheeling.
3. Payments will be settled bilaterally among the parties involved for existing contracts while transmission pricing of new contracts during Phase 1 will be in accordance with the transmission pricing methodology approved by ERERA.

#### **Article 32. Technical parameters**

1. Technical parameters and operational rules are as established in the “Operation Manual”.
2. As provided in the conditions precedent for Market Phase 1, countries have to agree on a plan to converge to regional standards. Once the plan is approved it shall be enforceable. The SMO will be responsible for monitoring the implementation of this plan and shall regularly inform ERERA about the progress on the implementation.



**Article 33. Emergencies**

1. Emergency situations will be treated according to the provisions established in the "Operation Manual for WAPP Interconnected Power System", or any update of this document which has been dully approved.
2. The SMO has to be notified immediately by the control area operator and if possible in real time of all actions the National TSOs and the control area operator is taking to restore the systems to a normal situation.
3. Restoration of normal operation conditions has precedence over the execution of any scheduled transaction.
4. Once normal operation conditions have been restored, the SMO will assess the impact of the contingency on the commercial transactions.
5. The operator of the control area will prepare a report on the contingency according to the requirements established by the SMO. Based on this report the SMO will produce a report on the impacts the contingency had from the commercial point of view.
6. The above mentioned reports will be sent by the SMO to ERERA with recommendations of improvements to avoid the reoccurrence of such contingencies. The reports will be also made available to the parties affected by the contingency.

**Article 34. The role of the SMO during market phase I**

1. The main functions of the SMO during market phase I relating to market operations will be (but not limited to):
  - a. Coordination of scheduling pool interconnectors with domestic TSOs and control areas
  - b. Monitoring load flows and taking action on variances (coordinating operator of control areas' efforts to maintain flows)
  - c. Balancing activities
  - d. Operational planning of the interconnectors
  - e. Allocation of transmission capacity to contracts
  - f. Administration of contracts
  - g. Dispute Management at an operational level (first instance for solving operational disputes)
  - h. Meter Reading administration
  - i. Administration of commercial data bases
  - j. General administration of the institution (HR, financial administration, etc)
  - k. Collaboration with other regional institutions (General Secretariat, ERERA)

2. The SMO will also perform the following functions in close relationship with each control area responsible and each domestic TSOs:
  - a. Operational planning of interconnectors
  - b. Coordination of the use of interconnectors
  - c. Overview of flows in interconnectors and collaborate with control areas to maintain the scheduled flows
  - d. Allocation of transmission capacity in interconnectors in case of more requirements than available capacity

**Article 35. The role of the control area during market phase 1**

1. The main functions of the TSO responsible for a control area will be (but not limited to):
  - a. Ensure flows inter area are maintained
  - b. Ensure its area operates safely
  - c. Ensure flows intra area are maintained as far as possible
  - d. Keep constantly in communication with the SMO to ensure flows in interconnectors
  - e. Collaborate with the SMO in the operational planning of interconnectors
  - f. Coordinate with neighbouring control areas and TSOs of its area in cases of emergencies
  - g. Coordinate with the SMO restoration procedures when the emergencies exceeded the control area reach

**Article 36. The role of the domestic TSOs during market phase 1**

1. During market phase 1 the key functions of domestic TSOs will be to ensure:
  - a. Flows agreed at regional level are maintained in the interconnectors.
  - b. Technical parameters are maintained in the interconnectors.
  - c. Domestic system is operated safely to avoid impacts in neighbouring systems.
  - d. Support in emergencies for neighbouring systems is made available whenever it is possible.
  - e. Required communications are maintained with the operator of its control area and instructions complied with.
  - f. SMO is provided with the required information and participate in the operational planning of interconnectors as the SMO may require.
  
2. The operation in the regional environment  
To operate in the regional environment, the domestic TSOs shall:



- a. Pre –dispatch domestic resources taking into cognizance expected imports/exports (depending on contracts).
  - b. Communicate to the SMO imports/exports according to contracts. Actual volumes to be utilized under the contract on a daily basis shall be communicated to the SMO.
  - c. Re – dispatch when information from SMO is received on the actual possibility of executing the contracts as planned
  - d. Information to control area of day ahead program
  - e. Real time operation
  - f. Receipt of information on balancing from SMO (ex – post operation)
  - g. Administration at domestic level of the differences (balancing) emerging from real time operation communicated by the SMO
3. The timetable for the different communications required as well as the manner these communications have to be carried out will be established in a procedure developed by the SMO and approved by EREDA within 6 months of the RMR approval.

#### **Article 37. Commercial metering system**

1. The metering system installed at each node of the regional network shall be in compliance with the Metering Code of the Operation Manual. Where national TSOs are providing a transmission service to IPPs or large consumers who are entitled to trade in the WAPP, then metering systems that are in compliance with the Operation Manual must also be installed at the nodes defined by the SMO.
2. Existing meters from existing IPPs with a PPA will be maintained if they meet the technical conditions established by the Metering Code. If they do not meet these conditions the National TSO will be responsible for the replacement of these meters within 2 years of the approval of the RMR.
3. Responsibility  
Metering systems shall be the responsibility of the national TSO that is managing the substation at the interconnection node.
4. Location  
Commercial Metering Installations must be located at the nodes established by the SMO.
5. Access to commercial meters
  - a. The SMO shall have right of access to all data stored in the registers of the meters, either electronically through a Data Collection System designed and implemented, or by physical inspection.

- b. Electronic access will be available at all times. Physical access shall be permitted to properly qualified representatives of the SMO, ERERA or a market participant in the regional market by arrangement with the meter operator, within 72 hours of a request for access.
6. Certification, calibration and testing
    - a. Initial calibration shall be carried out by a properly qualified technician approved by the SMO employed by or commissioned by the meter system owner, according to the standards laid down in the Operation Manual.
    - b. Each meter system should be tested and re-calibrated at least at the frequency specified in the metering code by a properly qualified person appointed by the meter owner and approved by the SMO. The SMO should be given 7 days notice of the re-calibration. The SMO has the right to send a properly qualified representative to attend a calibration of a meter system and must give the meter owner 72 hours notice of his intention to attend.
    - c. The SMO has the right to require an extraordinary inspection and re-calibration if necessary.
    - d. The meter owner shall submit to the SMO original copies of the meter certification.

**Article 38. Settlement of the regional transactions during market phase 1**

1. Settlement of all bilateral contracts will be between the contracting parties and according to schedule not according to delivery.
2. Meter reading and data validation
  - a. Data from each meter shall be downloaded daily within 24 hours after the end of the day of delivery. Data will be stored for processing within the settlement systems of the SMO.
  - b. In the event of a failure to acquire data, a further attempt shall be made during the following day. If that fails, the meter owner will be requested to attend to the meter installation to make any necessary repairs. If repairs cannot be made then meter readings will be extracted manually and provided to the SMO.
  - c. The meter readings to be used in settlement and balancing calculations shall be those at the delivery node. The injection node shall be treated as a check meter.
  - d. If there is a discrepancy between readings at each end of an interconnector that cannot be reasonably explained by transmission losses or if one of the parties disputes the readings, the SMO will request supporting data from back up meters at each node. If it remains difficult to establish readings, the domestic TSOs will agree estimates and immediately put into effect a plan to remedy the fault.
  - e. In the event of a defect being detected, the meters systems at each of the nodes shall be re-calibrated and any faults identified shall be repaired by the meter owner as soon as possible.



- f. Bills shall be calculated based upon readings taken from the back up meters until the fault is rectified. If internal agreement upon the impact of the fault on earlier bills cannot be reached between the parties, then the dispute resolution mechanism should be used to resolve the issue.
3. Settlement of balancing energy
    - a. The balancing energy will be settled “in kind”.
    - b. Each day after operation the SMO shall calculate the imbalances (difference of energy verified during real time operation with scheduled) due to and from each Participant for each trading interval in the previous day.
    - c. The SMO shall inform each TSO of the imbalances, the adjustments that each TSO will have to make and the period in which these imbalances will have to be settled. The period to settle the imbalances will be no sooner than 72 hours after TSOs have been informed by SMO.
    - d. TSO will acknowledge the information received.
    - e. If TSO accepts the information from SMO the adjustment will be applicable for the period established by the SMO.
    - f. If the TSO does not agree with the information on imbalances provided by the SMO, it will have 24 hours to request the SMO to review the imbalances calculation. The TSO has to support the request of review with appropriate information.
    - g. The SMO will have 24 hours to review the imbalances calculation and ratify or modify its calculations.
    - h. The TSO will have to meet the SMO informed adjustments even they if they have not been resolved and challenged.
    - i. If no agreement is reached between SMO and TSO then the dispute resolution procedure is triggered.
    - j. The SMO will establish the trading periods considered as equivalent to settle imbalances in kind prior to the commencement of the regional market and these periods will be approved by ERERA.

## CHAPTER VII. FINAL PROVISIONS

### Article 39. Market Phase 2

ERERA prior to the commencement of Phase 2, shall review and approve the revised RMR developed by the SMO for Phase 2 of the Market Development

### Article 40. Dispute Resolution

#### 1. Interpretation

The provisions of this Article shall be construed liberally to secure the most expeditious, just and least expensive determination on its merits, of every proceeding conducted hereunder.

#### 2. Application

a. The Dispute Resolution Procedure provided for in this rules shall apply to:

- (i) any dispute between the SMO or a transmission service provider or any Participant which arises under, in connection, or in relation to these rules or the Operation Manual;
- (ii) disputes relating to an order of denial by the SMO of authorisation to any person to participate in the regional market;
- (iii) disputes referring to or in connection with the regional market transactions and operation.
- (iv) PPAs operating in the regional market may have their own dispute resolution procedure and this procedure will prevail over these provisions if the parties to the PPA have agreed so.
- (v) For PPAs that have been signed after market stage 1 has begun, disputes on any matter referring to or in connection with the use of the regional transmission system will be dealt with the procedures described under this Article.

b. The Dispute Resolution Procedure provided for in this rules shall not apply to:

- (i) disputes relating to a proposal to amend any provision of these rules
- (ii) disputes between the SMO and a Participant relating to the amount chargeable by the SMO, unless the dispute relates to or is connected with the manner of calculation of the charge payable by the Participant
- (iii) an award of an Arbitrator made pursuant to this rule

c. Any award made by ERERA or an Arbitrator pursuant to this Article shall:

- (i) be binding on the parties;
- (ii) be enforceable;



- (iii) have the possibility of being appealed at the ECOWAS Court of Justice on matters of law. The Decision will be enforceable until and unless the ECOWAS Court of Justice modifies the Decision if not complied with, constitute an Event of Default for the purposes of these rules

3. Continuing Obligations and Stay of Orders

- a. Where a dispute involves the payment or recovery of monetary amounts due under these rules or the Operation Manual, other than payment of a financial penalty, the amount shall be due and payable at the time specified for payment under these rules or the Operating Manual, notwithstanding the initiation of a dispute resolution procedure whether under this Article or otherwise.
- b. Where a Dispute, in respect of which the dispute resolution process under this Article has been initiated, involves payment of a financial penalty imposed by the SMO on a Participant, the obligation to pay that financial penalty shall remain stayed until delivery of an award.

4. The general procedure

- a. When a dispute arises between two parties the parties to the Dispute shall, within 30 days, make bona fide efforts to negotiate and resolve any Dispute between them prior to filing a Notice of Dispute. Each person who is a party to a Dispute shall, to this end, designate an individual of sufficiently senior status, in its organization with authority to negotiate the. The period for negotiation of 30 days can be extended by mutual agreement of the parties.
- b. If after 30 days of efforts (or the period agreed by the parties) no agreement has been reached, the most diligent party may:
  - (i) Initiate the procedure for dispute resolution established in the "Articles of Agreement" of the WAPP [Accra, October 2005] by filing the corresponding Notice of Dispute according to the procedure's provisions.
  - (ii) File a Notice of Dispute directly to ERERA and initiate the dispute resolution procedure established by ERERA. The parties in this case have to demonstrate that they have not arrived to an agreement after trying to solve the dispute amicably.
- c. If after applying the Articles of Agreement of the WAPP procedure for dispute resolution, an agreement between the parties has not been reached; the Applicant can file a Notice of Dispute to ERERA and initiate the procedure for dispute resolution established by ERERA.
- d. The resolution of ERERA will be final and enforceable according to Article 40.2.c. and Article 40.3.
- e. Any party can appeal ERERA's Decisions on questions of law at the ECOWAS Court of Justice.

5. Confidentiality

- a. Any party may declare any document, or information contained in any document required to be produced during the dispute resolution process as Confidential Information and the party making such declaration shall provide written justification thereof to the corresponding authority. If the claim of confidentiality is accepted by the corresponding authority, the corresponding authority shall establish such procedures as may be necessary to protect the confidentiality and commercial value of such document or information.
- b. Members involved in the Dispute Resolution process shall enter into such confidentiality agreement as may be needed.

6. Record-Keeping and Publication

- a. ERETA shall maintain a record of all dispute resolution proceedings conducted under this Article. ERETA shall be responsible for ensuring that all measures are taken to prohibit access by any other person to any portion of such records which constitute Confidential Information and for this purpose, such information may be sealed and marked "CONFIDENTIAL" or otherwise labelled as being confidential.
- b. Notwithstanding the confidentiality matters, ERETA shall arrange for publication on ERETA's website of the following:
  - (i) The matters of the dispute;
  - (ii) notice of the appointment of the professionals that will solve the dispute (a tribunal, an arbitration tribunal of the body that ERETA decides will deal with the dispute);
  - (iii) notice of the date, time and place fixed for hearings if any
  - (iv) a summary of the award.

**Article 41. Amendments of the rules**

1. Amendment process generally

The provisions of these Rules may only be amended when the applicable procedures set forth in this Article have been followed.

2. Rules report

Every six months, [on the first week of February and August], SMO shall prepare a Rules Report describing the problems experienced by the SMO in the implementation and application of the Market Rules, and complementary procedures. This report will be submitted by the SMO to ERETA, all Participants and the domestic TSOs.

3. Proposals to amend these rules

The proposal for amendments to these market rules may be initiated by:

- (i) The SMO



- (ii) ERETA
  - (iii) The WAPP Executive Board
  - (iv) A domestic regulatory authority of one of the WAPP's member countries.
  - (v) A group of at least four Market Participants
4. Amendment submission
- a. A proposal for amendment of the Rules shall be in the form of a written submission (the "Amendment Submission") filed with ERETA.
  - b. The Amendment Submission shall identify any provision of these rules in respect of which the person making the submission considers that an Amendment or review may be necessary or desirable and shall include a statement of the reasons for which the Amendment to or review of these rules may be necessary or desirable.
  - c. ERETA may request that the person making the Amendment Submission should provide further particulars with respect to the Amendment Submission.
  - d. ERETA shall examine and decide on the Amendment Submission according to its decision-making procedures concerning the regional electricity market.
5. Approval by ERETA and Effectiveness of Amendments
- a. ERETA may reject the proposed Amendment if, in its opinion, the proposed Amendment:
    - (i) unfairly discriminates against a Participant or class of Participants;
    - (ii) will limit competition, or prevent free entry into the wholesale competitive market;
    - (iii) may allow one or more Participants to obtain or retain abusive market power;
    - (iv) has potential for abuse of market power by one or more Participants;
    - (v) is not conducive to efficient and economic operation of the regional market;
  - b. Any Amendment to these Rules shall come into force on the date specified in the order of ERETA confirming the Amendment..

#### **Article 42. Enforcement and Compliance**

1. Compliance
- a. The SMO, domestic TSOs, Market participants and transmission service providers shall comply with the RMR and the WAPP Operation Manual as well as any amendment or modification made to these Rules that have been duly approved following the prescribed procedures.
  - b. Market participants, domestic TSOs and transmission service providers are obliged to comply with these Rules and the Operation Manual.

- c. The SMO shall ensure compliance to these rules and Operation Manual by all Participants and all domestic TSOs or transmission service providers.
  - d. The SMO shall file a complaint with ERERA for any breach of these Rules or the WAPP Operation Manual,
  - e. Any Participant that has evidence that another Participant or any domestic TSO or any transmission service provider has violated or is violating provisions of these rules or the Operation Manual may file a complaint with the SMO.
  - f. Any Participant or domestic TSO or transmission service provider that has evidence that another Participant or any domestic TSO or any transmission service provider or the SMO has violated or is violating provisions of these market rules or the WAPP Operation Manual may file a complaint with ERERA.
2. Enforcement
- a. ERERA is responsible of the enforcement of the RMR and the WAPP Operation Manual.
  - b. ERERA will develop, for this purpose, procedures to deal with breaches and the corresponding penalties.

**Article 43. Record retention, disclosure, access and confidentiality**

1. Record retention
- a. ERERA shall develop, publish, and from time to time revise, a policy detailing the period for which Records or classes of Records prepared by the SMO, the domestic TSOs, the transmission service providers and Participants for or in connection with these Rules and the Operation Manual must be retained.
  - b. The SMO and each Participant shall retain Records or classes of Records prepared for or in connection with these Rules and the Operation Manual for such period of time as may be specified in:
    - (i) the policy referred to in Article 43.1.a.; or
    - (ii) the longer period established in these rules or any provision of the Operation Manual.
  - c. Where no period of time is specified in respect of a given Record, the Record shall be retained for a period of five years which shall run:
    - (i) in the case of the person that created the Record, from the date on which the Record was created; and
    - (ii) in the case of the person that received the Record, from the date on which the Record was received.
2. Disclosure
- a. Where a person is required by these Rules or the Operation Manual to disclose or provide any Record to another person, such Record shall be disclosed or provided within the



time specified in, and in the form and manner required by, the applicable provisions of these Rules or the Operation Manual, as the case may be. Where no time is specified for the disclosure, the Record shall be disclosed or provided within a reasonable time.

- b. A Record disclosed pursuant to Article 43.2.a. shall, to the best of the disclosing person's knowledge, be true, correct and complete at the time it is made. No person shall knowingly or recklessly disclose or provide a Record in accordance with this Article that, at the time and in light of the circumstances in which it is made, is misleading or deceptive or does not state any fact that is necessary for proper understanding of the Record.
- c. Where a person discovers that a Record disclosed by it to any other person in accordance with Article 43.2.a. was, at the time that it was disclosed, incorrect, incomplete, misleading and or deceptive, or that it becomes so thereafter, the disclosing person shall immediately disclose the true, correct and complete Record to the person to whom the Record was originally disclosed.
- d. If a person who is required to disclose a record considers the record is confidential shall:
  - (i) Provide the record establishing it is confidential if it is the SMO or ERERA the ones who are requiring the record.
  - (ii) Issue a notice to ERERA establishing the he is not providing the record because it considers it is confidential and the reasons of the confidentiality.
  - (iii) ERERA will decide in a reasonable time on the notice issued by the person; the decision will be final and enforceable.

### 3. Accessibility

- a. All persons shall have open and non-discriminatory access to all information in possession of the SMO, other than Confidential Information, required by these rules and the Operation Manual to be made available to Participants or other persons.
- b. All information, other than Confidential Information, required by these Rules and the Operation Manual to be made available to Participants or other persons shall be published by the SMO on the Website or otherwise made available in other more appropriate manner.
- c. ERERA will establish the minimum information to be publicized and the periodicity of this information.

### 4. Open access to information and confidentiality

- a. The SMO shall organize and maintain information on its Website, where Participants, the domestic TSOs, the transmission service providers, ERERA, Applicants and the public in general can access non-confidential information on the electricity system and the regional market.
- b. Subject to the express provisions of these rules or the Operation Manual each Participant, as well as the SMO shall keep confidential, any Confidential Information which comes into the possession or control of that Participant or the SMO pursuant to



these Rules, or of which the Participant or the SMO becomes aware of by any means whatsoever.

5. No Participant or the SMO shall:
  - a. disclose Confidential Information to any person, except as expressly permitted by these Rules or the Operation Manual;
  - b. permit access to Confidential Information by any person not authorized to have such access pursuant to these Rules or the Operation Manual; and
  - c. use or reproduce Confidential Information for a purpose other than the purpose for which it was disclosed or another purpose contemplated by these Rules or the Operation Manual.
6. Each Participant and the SMO shall:
  - a. prevent access to Confidential Information which is in its possession or control, by any person not authorized to have access to such Confidential Information pursuant to these rules or the Operation Manual, and shall in all cases, take appropriate measures to ensure destruction or disposal of records of Confidential Information whenever such Confidential Information is no longer required to be retained; and
  - b. ensure that any person to whom it discloses Confidential Information observes the provisions of this Article in relation to that Confidential Information.
7. Each Participant and the SMO shall, promptly upon becoming aware of a breach or a threatened breach of the provisions of this Article with respect to any Confidential Information:
  - a. notify any person to whom the Confidential Information relates or by whom it was provided; and
  - b. take such reasonable steps as may be required to prevent or assist in the prevention of the unauthorized disclosure, access to, use or reproduction of Confidential Information that may result from such breach or threatened breach and inform ERERA and the SMO of the situation.

#### **Article 44. Financial Audits**

1. Annual audits
  - a. At least once every year, the SMO shall contract an independent auditor to conduct an operational audit of the system operation and the market operation services, including the settlement system, price calculation, dispatch and any procedures relevant to the regional market, in accordance with the market rules and the Operation Manual
  - b. If in any year, the SMO fails to contract an auditor, ERERA may contract an auditor to conduct the audit required and the SMO shall be responsible for the remuneration of the auditor so appointed.
  - c. The auditor shall employ an independent and qualified team to carry out the audit.



2. Publication of Audit Reports

After each audit, the report will be sent to ERERA and published on the Website for access by all market participants, domestic TSOs and the transmission service providers.

**Done in Accra, GHANA, on August 18, 2015**

By Order of The Regulatory Council



Mrs. Ifeyinwa IKEONU  
Acting Chairperson