



## aseXML Schema Change Request

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<b>Title</b>	aseXML licence update
<b>Change Type</b>	Enhancement
<b>Date</b>	18 October 2007
<b>Prepared By</b>	Nada Reinprecht

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**Document Control**

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Summary of Change</b>
1.0	18 <sup>h</sup> October 07	Nada Reinprecht	Change proposal.

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Figure 2-1 Test Figure.....**Error! Bookmark not defined.**

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## Glossary

Abbreviation	Description

## 1. Change Proposal

This Change Proposal is to update the aseXML schema in accordance with new version of the aseXML Standard Terms of Use.

### 1.1. Description of the proposed change

The proposed changes are listed in the following table.

Item#	Change Description	Change Type
1	Update the aseXML schema with aseXML Standard Terms of Use.	Enhancement

Table 1-1, Proposed Changes

### 1.2. Reason for Change

aseXML Standard Terms of Use has changed. Previously was called "Disclaimer and Reservation of Rights". This change has to be reflected in the schema itself.

### 1.3. Supplied Documents

1.3.1 aseXML Licence – 9 Jan 07.doc

### 1.4. Baseline Schema

The aseXML\_r21 schema used as a basis for this proposal.

## 2. Approval Proposal

### 2.1. Proposed Change

#### 2.1.1 Draft schema

Draft schema created as aseXML\_r22.xsd.

#### 2.1.2 Change log

The following changes have been implemented in this draft:

Chg #	Item #	Description of change	Filename
1	1	Updated aseXML_r22 with the aseXML licence	aseXML_r22.xsd

Table 2-1 Change Log

#### 2.1.3 Schema change description

Update aseXML Terms of Use in the schema.

##### 2.1.3.1 aseXML\_r22.xsd

- add the following text in the annotation of the main (root) aseXML file.
  - **Use of the AseXML Standard**  
 National Electricity Market Management Company (NEMMCO) grants to you a non-exclusive, non-transferable licence to use, copy, reproduce, communicate, modify and adapt the AseXML Standard (including a right to create derivative works based on the AseXML Standard) solely for purposes relating to your role as a gas or electricity market operator in Australia and for the use of participants in those markets.  
 You must ensure that your Related Entities and your respective Representatives comply with these Terms of Use.
  - **Changes to the AseXML Standard**
    - (a) You must not change the AseXML Standard without complying with the ASWG Terms of Reference.



- (b) NEMMCO will not change the AseXML Standard without complying with the ASWG Terms of Reference.
- (c) You must disclose all modifications you make to the AseXML Standard to ASWG and to NEMMCO (in such form as they request from time to time). You must also provide ASWG and NEMMCO with any information and assistance they may reasonably request regarding the modification.
- (d) You assign (or will procure an assignment) to NEMMCO of all Intellectual Property Rights you have in any modifications you make to the AseXML Standard. The assignment will take effect from the creation of the modification. NEMMCO licenses you to use the AseXML Standard as part of the licence granted to you under paragraph 1.
- (e) You warrant that any modifications you make to the AseXML Standard will not infringe the Intellectual Property Rights of any person.

- **No licence fee**

You are licensed to use the AseXML Standard free of charge.

- **Independent Confirmation**

Use of the AseXML Standard is solely at your own risk. NEMMCO strongly advises that you independently confirm that the AseXML Standard is suitable for your purposes before you use it.

- **No Warranty**

The AseXML Standard is supplied “as is” and without any warranty or condition, express or implied. In particular, NEMMCO does not warrant or represent that:

- (a) the AseXML Standard will be suitable for your purposes;
- (b) the AseXML Standard will be accurate, reliable, complete, or up to date;
- (c) the AseXML Standard is free from computer viruses (including macro viruses) or other programs that may affect software or systems of users; or
- (d) use of the AseXML Standard will not infringe the Intellectual Property Rights of any person.

- **No Liability**

To the maximum extent permitted by law, NEMMCO has no liability (whether arising from negligence or otherwise) for any loss, damage, costs or expenses that you may suffer or incur in connection with the AseXML Standard or its use.

If NEMMCO is required by law to accept liability to you, NEMMCO’s liability is limited (at its election) to the re-supply of the particular goods or services or to the cost of this re-supply.

- **Intellectual Property Rights**

NEMMCO owns all Intellectual Property Rights in the AseXML Standard.

You will own all Intellectual Property Rights in any works (including computer programs) created using the AseXML Standard.

- **Infringement and third party claims**

You must promptly notify NEMMCO if you become aware of any infringement of NEMMCO's rights in the AseXML Standard, or of any unauthorised use of the AseXML Standard.

You must provide NEMMCO with all reasonable assistance in connection with any infringement action or third party claim relating to the AseXML Standard.

- **Termination**

NEMMCO may terminate these Terms of Use or suspend your rights to the AseXML Standard on written notice to you if:

- (a) NEMMCO reasonably suspects that you have breached these Terms of Use;
- (b) NEMMCO reasonably suspects or becomes aware (whether as a result of a third party claim or otherwise) that the AseXML Standard, or its use by you, breaches any law or infringes the Intellectual Property Rights of any person.

1. Termination of these Terms of Use will not prejudice any right of action or remedy that might have accrued to either party, or affect any terms that by their nature survive termination.

- **Governing law**

These Terms of Use are governed by the laws of Victoria. The parties submit to the exclusive jurisdiction of the courts Victoria.

- **Variation**

These Terms of Use must not be varied except in writing signed by both parties.

- **Assignment**

You must not sub-licence assign or otherwise transfer your rights under these Terms of Use to any other person, or otherwise seek to commercialise or exploit the AseXML Standard, without NEMMCO's prior written consent.

1. NEMMCO may novate or assign its rights or obligations by notice to you and you must immediately execute any documents necessary to give effect to this.

- **Interpretation**

These meanings apply, unless a contrary intention appears

- (a) **AseXML Standard** means the Australian Energy Standard XML language (as developed by or for NEMMCO) and any modifications developed by or licensed to NEMMCO.

- (b) ASWG means the AseXML Standard Working Group. The ASWG is the single, technically focussed working group responsible for managing the aseXML Standard and advising NEMMCO.
- (c) **Intellectual Property Rights** include all patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, know-how and confidential information and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967*.
- (d) **Related Entity** has the meaning given to it by the *Corporations Act 2001* (Cth).
- (e) **Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

A reference to ‘you’ means **[Full Company Name, ABN & address]**

A reference to either party includes its Related

#### 2.1.4 Impact Summary

No impact to the transactions or any types in the schema.

- o Schema files affected – aseXML\_r22.xsd

Modified types	Derived types	Versioned types affected	Transactions potentially affected	Schema files affected
				aseXML_r22.xsd

Table 2-2, Impact Summary

## 2.1.5 Developer Test

### 2.1.5.1 *Test Platforms*

The new schema has been tested using the following platforms as advised by ASWG:

- XMLSpy 2004
- MSXML4 SP1
- Xerces 1.4.4 and 2.2.1

### 2.1.5.2 *Test Cases*

<List any sample files provided>

### 3. Proposal Assessment

#### 3.1. Test

The ASWG ensures that all recommended parsers on relevant platforms can successfully validate the proposed schema.

##### 3.1.1 Test Platforms

Supplied samples have been tested using the following parsers:

- o MSXML 4.0 SP1
- o Xerces 1.4.1
- o Xerces 2.2.1
- o XMLSpy 2004

##### 3.1.2 Test Cases

<List samples tested... or 'as per section 2.1.5.2'>

##### 3.1.3 Test Results

<All OK... or note issues>

#### 3.2. Conformance Report

The ASWG completes the conformance report validating each proposed new schema file against the published aseXML guidelines.

Schema Filename	Impacted by Item #	Conformance Details
aseXML_r22.xsd	1	Conforms.

Table 3-1, Change Proposal Conformance Details

## 4. Issue Register

This section describes any issues that have arisen and any modifications that are made to the original proposal during the Change Process

### 4.1. Status of Issues

Issue#	Item#	Description and Discussion	Status <sup>1</sup>	Resolution
1				

Table 4-1, Issues list

<sup>1</sup> Either 'Open' or 'Closed'

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## 5. Resolution

The ASWG votes for endorsement of the options identified in section 2, and the voting results are forwarded to NEMMCO for approval. When 75% of those ASWG members who voted endorse a specific option, this represents an ASWG Recommendation for that option. NEMMCO will not reject an ASWG Recommendation without first consulting with the ASWG.

### 5.1. ASWG Endorsement

The results of the ASWG vote are as follows:

Date of Vote: 23/11/2007

<b>Option</b>	<b># Votes</b>	<b>% Vote</b>
Option 1 (section 2.1)	6	86
Abstained	1	14
Total Members Present	7	100

Table 5-1, ASWG Vote Results