

Kevin R. McClear
General Counsel

September 20, 2012

**Re: Clearing Certainty Requirements
Rule Certification Pursuant to Section
5c(c)(1) of the Commodity Exchange Act
and Commission Regulation 40.6**

VIA E-MAIL

Mr. David Stawick
Secretary
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, D.C. 20581

Dear Mr. Stawick:

ICE Clear Credit (“ICC”) hereby submits, pursuant to Section 5c(c)(1) of the Commodity Exchange Act and Commodity Futures Trading Commission (“Commission”) Regulation 40.6, a self-certification of the amended Rules of ICC to implement new clearing certainty requirements consistent with Commission Rules 39.12(b)(7) and 23.506, which become effective on October 1, 2012¹, and consolidate the rules in connection with the clearance of house and backloaded trades. ICC is registered with the Commission as a derivatives clearing organization. ICC intends to make the Amended Rules effective no sooner than the tenth business day following the filing of this submission with the Commission at its Washington, D.C. headquarters and with its Chicago regional office.

The principal purpose of the proposed rule changes are to implement the Commission’s clearing certainty requirements and to conform such rules to new Commission Rules 39.12(b)(7)(ii) and (iii) and Rule 23.506. Specifically, the proposed rule changes affect Part 3 of the ICC Rules by addressing the timeframe under which trades must be accepted or rejected for clearing under new Commission rules and consolidating the provisions governing the way new trades and backloaded trades are submitted to ICC. Finally, certain definitions found in Part 1 of the Rules are amended to account for changes in Part 3. Each of these changes is described in detail as follows.

In Part 1 of the ICC Rules, the definition of “Backloaded Trade” has been consolidated to cover trades that are intended to replace and backload an existing agreement on terms equivalent to a

¹ Although the technical amendments to the Rules of ICC will not become effective pursuant to this self-certification until on or about October 4, 2012, ICC will be operationally compliant with Commission Rule 39.12(b)(7) on the effective date of October 1, 2012.

Contract either (i) between two Participant for their own accounts or (ii) to which a Non-Participant Party is party, where the relevant Participant is acting for such Non-Participant Party.

The original Rule 301(b), the statement relating to “Weekly Cycle Interdealer Trades” is deleted and consolidated with the new Rule 301(c), which covers Backloaded Trades. In addition, the original Rule 301(f) is deleted and consolidated into the new Rule 301(b). A corresponding consolidation is proposed for the original Rules 309(b) and Rule 309(c) in order to conform it to the changes made at Rule 301. ICC believes that these changes are improvements in operational services that are administrative in nature.

Under the proposed new Rule 309(d), ICC has incorporated new Commission Rule 39.12(b)(7)(ii), which requires, among other things, that ICC accept or reject trades submitted for clearance that are executed competitively on or subject to the rules of a designated contract market or swap execution facility as soon after execution as would be technologically practicable if fully automated systems were used.

Under the proposed new Rule 309(e), ICC has incorporated new Commission Rule 39.12(b)(7)(iii), which requires, among other things, that ICC accept or reject trades submitted for clearance that are not executed competitively on or subject to the rules of a designated contract market or swap execution facility as soon after submission for clearing would be technologically practicable if fully automated systems were used.

Finally, under the new proposed Rule 315, ICC has the standards of Commission Rule 1.74(b) and required that Participants must accept or reject each Trade submitted by or for the Participant or its customers as quickly as would be technologically practicable if fully automated systems were used. Participants would also be required to submit such Trades to ICC following such acceptance as quickly as would be practicable if fully automated systems were used.

Certification of the Amended Rules pursuant to Section 5c(c)(1) of the Act and Commission Regulation 40.6 is also provided below.

Amended Rules:

The proposed rule changes consist of changes to Part 3 of the ICC Rules to address the timeframe under which trades must be accepted or rejected for clearing under new Commission rules, consolidating the provisions governing the way new trades and backloaded trades are submitted to ICC, and amendments to certain definitions found in Part 1 of the Rules to account for changes in Part 3.

Annexed as Exhibits hereto are the following:

A. Amendments to the ICE Clear Credit Rules

Certifications:

ICE Clear Credit hereby certifies that the Amended Rules comply with the Act and the regulations thereunder. There were no substantive opposing views to the Amended Rules.

ICE Clear Credit hereby certifies that, concurrent with this filing, a copy of the submission was posted on ICE Clear Credit's website, which may be accessed at https://www.theice.com/publicdocs/regulatory_filings/ICEClearCredit_CFTC_092012.pdf.

ICE Clear Credit would be pleased to respond to any questions the Commission or the staff may have regarding this submission. Please direct any questions or requests for information to the attention of the undersigned at (312) 836-6833.

Sincerely,



Kevin R. McClear
General Counsel

cc: John C. Lawton (by email)
Phyllis Dietz (by email)
Steve Greska (by email)
Kate Meyer (by email)
Heidi M. Rauh (by email)
Brian O'Keefe (by email)



Clearing Rules

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102. Definitions.

Affiliate

With respect to a particular entity, any entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, that particular entity.

Authorized Trade Execution/Processing Platform

A designated contract market, swap execution facility, national securities exchange, security-based swap execution facility, trade processing facility or other similar service or platform authorized by ICE Clear Credit in accordance with Rule 314 to submit Trades (whether executed on such an execution facility, market or exchange, executed bilaterally or executed in another manner permitted by law) to ICE Clear Credit for clearing.

Backloaded ~~Client~~ Trade

A Trade submitted pursuant to Rule 301(~~ce~~) and identified as such in a manner to be specified by ICE Clear Credit that is intended to replace and backload an existing agreement on terms equivalent to a Contract either (i) between two Participant for their own accounts or (ii) to which a Non-Participant Party is party, where the relevant Participant is acting for such Non-Participant Party (a "Backloaded Client Trade").

Board

The Board of Managers of ICE Clear Credit.

Broker-Dealer

A broker or dealer registered with the SEC.

Business Conduct Committee

The Business Conduct Committee of ICE Clear Credit whose composition, rights and responsibilities are described in Chapter 7 of these Rules.

Cash Margin

The meaning specified in Rule 402(a)

CEA

The U.S. Commodity Exchange Act, as amended.

CFTC

3. CLEARING OF CONTRACTS

301. Effect of Clearance.

(a) Trades submitted for clearance by or for the account of a Participant shall be submitted to ICE Clear Credit as required by these Rules and the ICE Clear Credit Procedures and the rules of any applicable Market.

~~(b) **Weekly Cycle Interdealer Trades.** If, prior to the implementation date permitted under applicable law as may be specified by ICE Clear Credit, (i) two Participants (Participant X and Participant Y) enter into an agreement equivalent to a Contract, (ii) each submits the relevant terms to ICE Clear Credit and (iii) ICE Clear Credit accepts the same in accordance with the requirements in Rule 309, the Trade shall be novated and Participant X shall be deemed to have entered into such Trade with ICE Clear Credit (which shall succeed to the position of Participant Y) and Participant Y shall be deemed to have entered into such Trade with ICE Clear Credit (which shall succeed to the position of Participant X) and, with respect to each Participant, its position in such Trade shall become an Open Position. Upon such novation, such Participants shall be released from their obligations to each other, and ICE Clear Credit shall be deemed to have succeeded to all the rights, and to have assumed all the obligations, of the original parties to such agreement to the extent provided in these Rules, except that the terms of the Trades between ICE Clear Credit and each Participant will be amended and restated into the terms of the Contract equivalent to the original agreement between the Participants and as provided in Rule 303. If any agreement submitted for clearance contains an obligation to make an up-front payment (an “**Initial Payment**”), the obligation to make such Initial Payment shall remain the direct obligation of the relevant Participant to the other Participant and ICE Clear Credit shall have no obligation to make or guarantee such Initial Payment.~~

~~(c) [Intentionally Omitted.]~~

~~(b)~~ **Client-Related and House Positions.** If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of an agreement (other than a Backloaded ~~Client~~ Trade) equivalent to a Contract on behalf of two Participants (Participant X and Participant Y), (ii) such Participants (and, if applicable, any Non-Participant Party for whom Participant X or Participant Y is acting) have affirmed or are otherwise bound by such terms through such Authorized Trade Execution/Processing Platform, (iii) by its terms such Contract is to become effective or novated upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing trade, if any, between Participant X and Participant Y in respect thereof will be extinguished

and Participant X will be deemed to have entered into a Trade on the terms of such Contract with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, and with respect to each such Participant, its position in such Trade shall become an Open Position. Upon the establishment thereof, such positions will have the terms of the equivalent Contract. If Participant X and/or Participant Y is acting for a Non-Participant Party, such position of such Participant shall constitute a Client-Related Position. Notwithstanding anything to the contrary herein (including Section 303), any obligation or right of Participant X or Participant Y to make or receive an up-front payment (an "Initial Payment") with respect to positions established pursuant to this subsection (bd) shall be in favor of or due from ICE Clear Credit, as the case may be. The provisions of this Rule 301(bd) may also apply where Participant X and Participant Y are the same entity, in which case such entity will be deemed to have entered into two separate and distinct Trades with ICE Clear Credit. For the avoidance of doubt, this subsection (db) shall apply where either or both of the resulting Trades will be Client-Related Positions or House Positions.

~~(e) **Backloaded Client Trades.** If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of a Backloaded Client Trade on behalf of either one Participant or two Participants (Participant X and Participant Y), as applicable, (ii) such Participant or Participants, as applicable (and any Non-Participant Party for whom Participant X or Participant Y is acting) have affirmed or are otherwise bound by such terms through such Authorized Trade Execution/Processing Platform, (iii) by its terms such Contract is to become effective upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing trade, if any, of the relevant Non-Participant Party shall be extinguished and (A) if such Backloaded Client Trade was submitted on behalf of two Participants, Participant X will be deemed to have entered into a Trade on the terms of such Backloaded Client Trade with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, or (B) if such Backloaded Client Trade was submitted on behalf of a single Participant, such Participant will be deemed to have entered into two separate and distinct Trades, one Trade ("**Trade A**") on the terms of such Backloaded Client Trade and a second trade ("**Trade B**") whose terms shall exactly offset the terms of Trade A. Upon the establishment thereof, such positions shall become Open Positions and will have the terms of the equivalent Contract and the terms provided in Rule 303. If a Participant is acting for a Non-Participant Party, upon the establishment of such a position with ICE Clear Credit, such position of such Participant shall constitute a Client-Related Position.~~

~~(cf) **House-to-House Positions.** If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of an agreement equivalent to a Contract on behalf of two Participants (Participant X and Participant Y) acting for their own~~

~~accounts, (ii) such Participants have affirmed or are otherwise bound by such terms through such Authorized Trade Processing Platform, (iii) by its terms such Contract is to become effective or be novated upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing trade, if any, between Participant X and Participant Y in respect thereof will be extinguished and Participant X will be deemed to have entered into a Trade on the terms of such Contract with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, and with respect to each such Participant, its position in such Trade shall become an Open Position. Upon the establishment thereof, such positions will have the terms of the equivalent Contract. Notwithstanding anything to the contrary herein, any obligation or right of Participant X or Participant Y to make or receive an Initial Payment with respect to positions established pursuant to this subsection (f) shall be in favor of or due from ICE Clear Credit, as the case may be. For the avoidance of doubt, this subsection (f) shall apply where both resulting Trades will be House Positions.~~ **Backloaded Trades.** If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of a Backloaded Trade between two Participants or a Backloaded Client Trade on behalf of either one Participant or two Participants (Participant X and Participant Y), as applicable, (ii) such Participant or Participants, as applicable (and any Non-Participant Party for whom Participant X or Participant Y is acting) have affirmed or are otherwise bound by such terms through such Authorized Trade Execution/Processing Platform, (iii) by its terms such Contract is to become effective upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing Trade, if any, between Participant X and Participant Y and in the case of a Backloaded Client Trade, the trade of the relevant Non-Participant Party shall be extinguished and (A) if such Trade was submitted on behalf of two Participants, Participant X will be deemed to have entered into a Trade on the terms of such Trade with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, or (B) if such Trade is a Backloaded Client Trade and was submitted on behalf of a single Participant, such Participant will be deemed to have entered into two separate and distinct Trades, one Trade (“Trade A”) on the terms of such Backloaded Client Trade and a second trade (“Trade B”) whose terms shall exactly offset the terms of Trade A. Upon the establishment thereof, such positions shall become Open Positions and will have the terms of the equivalent Contract and the terms provided in Rule 303. If a Participant is acting for a Non-Participant Party, upon the establishment of such a position with ICE Clear Credit, such position of such Participant shall constitute a Client-Related Position.

- (dg) Each Participant acknowledges and agrees that ICE Clear Credit may rely, without additional investigation, on the terms of trades submitted by an

Authorized Trade Execution/Processing Platform that have been designated by such platform as having been affirmed or confirmed by the relevant parties thereto (including as to the identity of the Participants to be party thereto), and that each Participant shall be obligated under any Open Position established pursuant to subsection ~~(bd) or (ce) or (f)~~ as a result of such submission. A Participant may notify ICE Clear Credit, in a manner to be specified in the ICE Clear Credit Procedures, that it will not accept trades submitted by an Authorized Trading Processing Platform on its behalf, and following receipt by ICE Clear Credit of such notice, ICE Clear Credit will not accept for clearing pursuant to subsection ~~(bd) or (ce) or (f)~~ trades submitted by such Authorized Trade Execution/Processing Platform that identify such Participant (but without limiting the provisions of this paragraph with respect to any trades submitted before ICE Clear Credit's receipt of such notice).

302. Tender of Trades; Client-Related Positions.

- (a) The submission of a Trade confirmation, in the manner designated by ICE Clear Credit or its agents, by or on behalf of a Participant, as hereinafter provided, shall be deemed a tender to ICE Clear Credit for clearance of the Trade listed on such confirmation. These Rules shall constitute part of the terms of each Contract tendered to ICE Clear Credit.
- (b) Each Trade confirmation submitted to ICE Clear Credit by or on behalf of a Participant pursuant to Rule 301(b) ~~or (cd) (e) or (f)~~ will identify, in the manner specified by ICE Clear Credit, whether such Trade, when cleared, is to be a Client-Related Position or a House Position of the relevant Participant (including, if applicable, for purposes of Rule 304(c)), and failing such designation, such Trade will be presumed to be a House Position of that Participant.

303. Adjustments.

Upon the clearance of a Trade pursuant to Rule 301 ~~(cb), (c) or (e)~~, regardless of the terms of the bilateral agreement between the submitting Participants the Trade between ICE Clear Credit and each such Participant shall have an Initial Payment of zero.

304. Offsets.

- (a) Subject to subsection (b) below, where, pursuant to Rule 301, or as otherwise provided in these Rules, a Participant has entered into Trades that are House Positions or Client-Related Positions with ICE Clear Credit that constitute opposite positions which are identical in all material respects (other than notional or other reference amount and the application of Rule 613) in a single Contract, then at the applicable time and in the manner to be specified in the ICE Clear Credit Procedures, the second such Trade shall be deemed pro tanto a settlement or adjustment of the prior transaction and, therefore, a reduction in the relevant Open Position. Thereupon, such Participant shall possess no further

may be required by ICE Clear Credit to effect the matching of Trades between the parties.

306. Disagreement in Trade Confirmations.

In the case of a Trade between two Participants submitted for clearing, if a Trade confirmation of either Participant shall not correspond in all material respects with the confirmation of the other party to such Trade, ICE Clear Credit may reject such Trade and notify both Participants, setting forth the basis of such objection.

307. Statement of Open Positions.

ICE Clear Credit shall make available to each Participant a statement of Open Positions (separately for House Positions and Client-Related Positions) for each ICE Business Day on which such Participant has Open Positions. Such statement shall show the following with respect to each Mark-to-Market Margin Category, as described in the Chapter 4 Rules (or any corresponding Rules in any product-specific Chapter):

- (a) The Mark-to-Market Price of each Open Position,
- (b) The Margin Requirement,
- (c) The Margin then on deposit with respect to such Margin Category, and
- (d) The Net Margin Requirement.

... Interpretations and Policies:

.01 ~~For the purposes of this Rule, the term "Open Positions" shall also include Trades that have been accepted by ICE Clear Credit pursuant to Rule 309 but not yet novated or established pursuant to Rule 301 because the Novation Time has not yet occurred.~~Intentionally Omitted.

308. Statement of Initial Margin.

At or around the time a Statement of Open Positions is made available pursuant to Rule 307, ICE Clear Credit shall also make available to each Participant a statement (separately for Client-Related Positions and House Positions) showing the following with respect to each Initial Margin Category, as described in the Chapter 4 Rules (or any corresponding Rules in any product-specific Chapter):

- (a) The Margin Requirement,
- (b) The Margin then on deposit with respect to such Margin Category, and

- (c) The Net Margin Requirement.

309. Acceptance of Trades by ICE Clear Credit.

- (a) ICE Clear Credit shall accept the submission of Trades for clearance hereunder only from or on behalf of Participants (who may be acting for themselves or a Non-Participant Party). A Trade is accepted upon ICE Clear Credit's notice, in accordance with the ICE Clear Credit Procedures, to the relevant Participant(s) that ICE Clear Credit has accepted a Trade submitted for clearance. References herein to the "Novation Time" shall be to such time of acceptance.
- ~~(b) **Weekly Cycle Interdealer Trades.** The acceptance of a Trade between two Participants that is submitted for clearance pursuant to Rule 301(b) shall not result in the occurrence of a novation pursuant to Rule 301(b) until the novation time for the relevant clearing cycle, as it may be established by ICE Clear Credit from time to time and notified to the Participants (in such case, the "Novation Time"). Such acceptance may be revoked only by ICE Clear Credit until the Novation Time.~~
- ~~(c) Intentionally Omitted.~~
- ~~(d) **Client-Related and House Trades.** The acceptance of a Trade that is submitted for clearance pursuant to Rule 301(b) or (f) shall result in the establishment of positions pursuant to such subsection as of the time of such acceptance and such acceptance may not be revoked. For purposes of such Trades, references herein to the "Novation Time" shall be to such time of acceptance.~~
- (c) **Backloaded Trades.** A Backloaded Trade to be submitted for clearance pursuant to Rule 301(c) will be subject to such pre-submission review and processing as ICE Clear Credit shall designate, and shall not be deemed to be formally submitted until such time as is designated for the completion of such pre-submission review and processing. Acceptance of a Backloaded Trade shall, in addition to the other criteria set forth herein, be subject to receipt by ICE Clear Credit of any advance funding of Initial Margin as may be required by ICE Clear Credit in connection with the Backloaded Trades. The acceptance of a Backloaded Trade submitted for clearance pursuant to Rule 301(c) shall result in the establishment of positions pursuant to such subsection as of the time of such acceptance and such acceptance may not be revoked.
- (d) ICE Clear Credit will accept or reject Trades submitted for clearance that are executed competitively on or subject to the rules of a designated contract market or swap execution facility as quickly after execution as would be technologically practicable if fully automated systems were used, as provided under CFTC Rule 39.12(b)(7)(ii). ICE Clear Credit will accept all such Trades (i) for which the executing parties have clearing arrangements in place with Participants, (ii) for

which the executing parties identify ICE Clear Credit as the intended clearinghouse and (iii) that satisfy the criteria of ICE Clear Credit as set out herein and in the ICE Clear Credit Procedures, including those described in subsections (g) and (h) below (which criteria shall be non-discriminatory across trading venues and shall be applied as quickly as would be technologically practicable if fully automated systems were used).

(e) ICE Clear Credit will accept or reject Trades submitted for clearance that are not executed on or subject to the rules of a designated contract market or swap execution facility or that are executed non-competitively on or subject to the rules of a designated contract market or swap execution facility as quickly after submission to ICE Clear Credit as would be technologically practicable if fully automated systems were used, as provided under CFTC Rule 39.12(b)(7)(iii). ICE Clear Credit will accept all such Trades (i) that are submitted to ICE Clear Credit by the parties in accordance with CFTC Rule 23.506, (ii) for which the executing parties have clearing arrangements in place with Participants, (iii) for which the executing parties identify ICE Clear Credit as the intended clearinghouse, and (iv) that satisfy the criteria of ICE Clear Credit as set out herein and in the ICE Clear Credit Procedures, including those described in subsection (d) above and subsections (g) and (h) below (which criteria shall be non-discriminatory across trading venues and shall be applied as quickly as would be technologically practicable if fully automated systems were used).

~~(e) **Backloaded Client Trades.** The acceptance of a Trade that is submitted for clearance pursuant to Rule 301(e) shall not result in the establishment of positions pursuant to Rule 301(e) until the Novation Time. Such acceptance may be revoked by ICE Clear Credit until the Novation Time, and the Participant or either Participant, as the case may be, that is party to such trade may withdraw such trade from clearing prior to the Novation Time in accordance with the ICE Clear Credit Procedures provided that such Participant so withdraws all other Backloaded Client Trades that are part of the same backloading clearing cycle. For the avoidance of doubt, in the case of a Backloaded Client Trade, ICE Clear Credit may require advance funding of applicable margin prior to the Novation Time.~~

(f) Following the novation or establishment of positions as described in clauses (b) ~~or, (c), (d) or (e)~~, as applicable, above, such positions shall be binding as between ICE Clear Credit and the relevant Participants. Following acceptance of a Trade for clearing by ICE Clear Credit, each Participant that is a party to such Trade (or ICE Clear Credit on its behalf) must resubmit or submit, as the case may be, in accordance with the ICE Clear Credit Procedures, the terms of such Trade to Deriv/SERV or another service specified by ICE Clear Credit with identical terms as the original submission for clearance, adjusted to take into account any offsets under Rule 304 and the substitution of ICE Clear Credit, if applicable, for the other party to such Trade. Failure of a Participant to so resubmit (or submit) any Trade to Deriv/SERV or another service specified by

ICE Clear Credit (except where ICE Clear Credit submits on its behalf) will be a violation of these Rules and may subject the Participant to disciplinary action, but shall not affect the validity or binding effect of the cleared Trade as between the relevant Participant(s) and ICE Clear Credit. Prior to such resubmission or submission and (if applicable) confirmation thereof, the cleared Trade shall be governed by the terms of the original submission for clearance, as so adjusted and subject to these Rules.

- (g) ICE Clear Credit shall accept for clearance all Trades that are submitted in accordance with, and meet the requirements established by, these Rules and the ICE Clear Credit Procedures (including implementation of and compliance with applicable risk filters required by ICE Clear Credit) (each, a “**Conforming Trade**”) in the timeframes specified ~~above in CFTC Rule 39.12(b)(7) or other applicable law~~; *provided* that ICE Clear Credit may decline to accept a submitted Conforming Trade if an Eligible Officer determines in good faith that, based on the exercise of prudent risk management standards, ICE Clear Credit should not accept the Conforming Trade.
- (h) ICE Clear Credit may establish, separately with respect to each Participant in accordance with the ICE Clear Credit Procedures based on risk management considerations, a specified notional or other relevant amount of Conforming Trades of a particular type that ICE will agree to accept on any ICE Business Day and which ICE Clear Credit may not decline pursuant to the preceding ~~sentences subsection~~, subject to the Participant not being in Default and otherwise being in good standing under the Rules and compliance by the Participant with any conditions imposed by ICE Clear Credit (including, if applicable, advance funding of applicable margin).
- (i) Where a Participant clears a Trade for a Non-Participant Party, such Participant becomes liable to ICE Clear Credit and ICE Clear Credit liable to such Participant on such Trade as if the Trade were for the proprietary account of the Participant, subject in all cases to the provisions of these Rules applicable to Client-Related Positions.

... **Interpretations and Policies:**

- .01 ~~Intentionally omitted. Solely for purposes of Trades subject to Rule 309(b), initially, the Novation Time shall be 12:01 a.m. on the calendar day following the ICE Business Day on which ICE Clear Credit accepts a submitted Trade for clearance. An acceptance which occurs after 4:00 p.m. on an ICE Business Day or which occurs on a day that is not an ICE Business Day shall, unless otherwise provided in the ICE Clear Credit Procedures, be deemed to have occurred on the following ICE Business Day.~~

313. Non-Acceptance of Trades.

In case of the non-acceptance of the Trades of any Participant, ICE Clear Credit shall incur no obligations with respect to the Trades that are not accepted. It shall be the sole responsibility of the Participants who are parties to any such Trades to take such steps as the Participants may deem necessary or proper for such Participants' own protection.

314. Open Access for Execution Venues and Trade Processing Platforms.

ICE Clear Credit shall ensure that, consistent with the requirements of CEA Section 2(h)(1)(B) and Securities Exchange Act Section 3C(a)(2), there shall be open access to the clearing system operated by ICE Clear Credit pursuant to these Rules for all execution venues (including, without limitation, designated contract markets, national securities exchanges, swap execution facilities and security-based swap execution facilities) and trade processing platforms. ICE Clear Credit may impose (a) reasonable criteria to determine whether an execution venue has the capability to deliver the necessary quality of service to be granted access to ICE Clear Credit, (b) reasonable criteria to determine whether a trade processing platform has the capability to deliver the necessary quality of service to be granted access to ICE Clear Credit and connected through the ICE Clear Credit application programming interface, (c) reasonable requirements as to risk filters and other credit risk management standards with respect to transactions to be submitted to ICE Clear Credit for clearing, and (d) reasonable costs on such execution venues and trade processing platforms and Participants that use such venues and platforms; *provided* that in each case such criteria or costs shall not unreasonably inhibit such open access and shall comply with applicable law.

315. Timing of Acceptance and Submission by Participants.

Each Participant must accept or reject each Trade submitted by or for it or its customers as quickly as would be technologically practicable if fully automated systems were used (in each case within the meaning of and as further provided in CFTC Rule 1.74(b)) and (to the extent such Trade has not already been submitted to ICE Clear Credit at the time of acceptance by such Participant) must submit such Trade to ICE Clear Credit as quickly following such acceptance (or execution, if executed directly by such Participant) as would be technologically practicable if fully automated systems were used.