



September 27, 2023

VIA CFTC PORTAL

Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st St., N.W.
Washington, D.C. 20581

Re: Amendment to ICE NGX Canada Inc. Rules - Submission Pursuant to Section 5c(c)(1) of the Commodity Exchange Act and CFTC Regulation § 40.6(a): Exchange Authority

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, ("Act") and Commodity Futures Trading Commission ("Commission") Regulation 40.6(a), ICE NGX Canada Inc. ("ICE NGX") is submitting this self-certification to amend the ICE NGX Contracting Party Agreement ("CPA"). The CPA functions as the rulebook for ICE NGX's exchange and clearinghouse operations and is a "rule" as that term is defined under Commission Regulation 40.1(i).

1. Overview

The Amendments are designed to strengthen ICE NGX's authority to react in emergency situations and to protect the exchange and clearinghouse in response to actions or inactions by a governmental authority.

2. Details of Rule Changes

The Amendments to section 5.8 of the Terms and Conditions disclaim liability on the part of ICE NGX resulting from any action or inaction of a governmental authority, including an action or inaction that changes the terms, pricing or express or implied value of the underlying commodity of any Transaction or Physically Settled Futures Product or Financially Settled Futures Product, as each of those terms is defined in the CPA.

The Amendments to section 6.6. of the Terms and Conditions update the description of an emergency situation and ICE NGX's authority to declare an emergency authority to exist. These Amendments also update the actions that ICE NGX is authorized to take if an emergency situation is declared.

3. Compliance with Core Principles

ICE NGX reviewed the Amendments and determined that they comply with the rules and regulations of the Commission. In this regard, ICE NGX reviewed the derivatives clearing

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organization ("DCO") core principles (each a "Core Principle") and determined that the Amendments are potentially relevant to the following Core Principles and applicable regulations of the Commission thereunder.

Risk Management (Core Principle D): The Amendments are consistent with Core Principle D Risk Management and Commission Regulation 39.13(a), as the Amendments clarify and enhance ICE NGX's authority to declare an emergency authority to exist and to act in response to an emergency situation. The Amendments also protect ICE NGX against political risk by disclaiming liability on the part of the exchange and clearinghouse in the event of an action or in action by a governmental authority that impacts the value of the underlying commodity of any ICE NGX transaction or product.

Public Information (Core Principle L): The Amendments are consistent with Core Principle L - Public Information and Commission Regulations 39.21(a) and (c)(1) and (9), as the Amendments provide public disclosure, via implementation in the rulebook, which is publicly available on ICE NGX's website, ICE NGX's authority to declare an emergency authority to exist and to act in response to an emergency situation and ICE NGX's disclaimer of liability in the event of an action or in action by a governmental authority that impacts the value of the underlying commodity of any ICE NGX transaction or product.

Legal Risk (Core Principle R): The Amendments are consistent with Core Principle C - Legal Risk and Commission Regulation 39.27(b)(6), as the Amendments clarify and enhance ICE NGX's authority to declare an emergency authority to exist and to act in response to an emergency situation. The Amendments also protect ICE NGX against liability on the part of the exchange and clearinghouse in the event of an action or in action by a governmental authority that impacts the value of the underlying commodity of any ICE NGX transaction or product.

4. Certifications

ICE NGX certifies that the proposed Amendments to the CPA discussed in this submission comply with the Act and the rules and regulations promulgated by the Commission thereunder. ICE NGX is not aware of any substantive opposing views expressed regarding the amendments. ICE NGX further certifies that, concurrent with this filing, a copy of the submission was posted on ICE NGX's website and may be accessed at <https://www.ice.com/ngx>.

Yours truly,

A handwritten signature in black ink, appearing to read "M. McGregor", is written over a horizontal line.

By: Martin McGregor
Title: General Counsel & CCO
Date: September 27, 2023

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

TERMS AND CONDITIONS

[Note: Insertions are underscored; deletions are struck through.]

ARTICLE 5 - RECOURSE AND LIABILITY

5.8 Limitations on Liability

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- h. No Liability for Action by a Governmental Authority – Exchange is not responsible for, and will have no liability whatsoever as a result of, any action taken or not taken by a governmental authority that impacts or may impact the value of the underlying commodity of any Transaction or Physically Settled Futures Product or Financially Settled Futures Product. Neither the Buyer nor the Seller will have any claim against Exchange for any loss, cost, damage or expense incurred or suffered as a result of any action taken or not taken by a governmental authority, including changing the terms, pricing or express or implied value of any commodity or any other tangible or intangible thing

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ARTICLE 6 - REGULATORY AND COMPLIANCE

6.6 Emergency Authority

- a. Declaration of Emergency Situation – Exchange may declare an emergency situation to exist if ~~In the event that~~ Exchange, in its sole discretion, or its regulators determine that an occurrence, circumstance or ~~emergency~~ situation exists that requires immediate action and threatens or may threaten such things as the financial integrity of Exchange, the normal functioning of the Exchange ~~in which or the~~ fair and orderly trading in any Product; or the liquidation of, or delivery pursuant to, any Transaction, ~~is likely to be disrupted, or the financial integrity of Exchange is threatened, or the normal functioning of Exchange has been or is likely to be disrupted,~~ including any manipulative or attempted manipulative activity; any actual, attempted, or threatened corner, squeeze, congestion, or undue concentration of positions; any circumstances which may materially affect the performance of any Product or any Transaction cleared by Exchange, including failure of the payment system or the bankruptcy or insolvency of any Contracting Party; any geopolitical event; any action taken by any governmental body, or any other board of trade, market, facility, Transportation System, Transmission Provider that may have a direct impact on a Product or Transaction or the underlying commodity of any Product or

Transaction, or on trading on the Exchange and any other circumstance which may have a severe, adverse effect upon the functioning of the Exchange.

b. Exchange Authority to Act in Emergency Situation – Exchange may take such action as may, in Exchange's sole discretion, appear necessary to prevent, correct or alleviate such emergency situation, including but not limited to

- (i) declining to enter into any Transactions, imposing or changing Open Position Limits, limiting trading for one or more or all Contracting Parties to liquidation only;
- (ii) extending or shorting the expiration date for trading in any Product, or extending the delivery period for any Transaction;
- (iii) ordering the liquidation of open positions, the fixing of a Settlement Price or the reduction in positions;
- (iv) requiring additional Margin to be collected from Contracting Parties;
- (v) placing into immediate effect a rule under this Contracting Party Agreement;
- (~~vii~~) causing a Contracting Party's Suspension;
- (~~viii~~) causing a General Suspension;
- (~~iv~~) ~~effecting the Close-out Procedure;~~
- (~~viii~~) effecting the Liquidation Procedure or Close-out Procedure; and/or
- (~~ix~~) taking any other reasonable actions to preserve the integrity and security of Exchange, the ICE NGX Trading System and/or the ICE NGX Clearing System.

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