



November 18, 2020

Mr. Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: ICE Clear Europe Self-Certification Pursuant to Commission Rule 40.6 –
Amended Delivery Procedures

Dear Mr. Kirkpatrick:

ICE Clear Europe Limited (“ICE Clear Europe” or the “Clearing House”), a registered derivatives clearing organization under the Commodity Exchange Act, as amended (the “Act”), hereby submits to the Commodity Futures Trading Commission (the “Commission”), pursuant to Commission Rule 40.6 for self-certification, amendments to its Delivery Procedures (the “Delivery Procedures” or “Procedures”) discussed herein. The amendments will become effective on the first business day following the tenth business day after submission, or such later date as ICE Clear Europe may determine.

Concise Explanation and Analysis

ICE Clear Europe is amending Part Q, Part R and Part B of its Delivery Procedures to make clarifications and updates with respect to certain delivery specifications.

The Part Q delivery specifications, which apply to the ICE Futures Europe White Sugar Futures Contracts, are being amended to provide that the contract relates to sugar of any origin of the crop or production current on the first day of the delivery period (instead of referencing the time of delivery). The clarification will facilitate identification of sugar eligible for delivery under the contract. Further, the related delivery timetable is being amended to provide that the document notice day (i.e., the day on which delivery document notifications are made via Guardian (or a successor system)) is 20 days after the date of issue of the bill of lading (whether the date of issue is the same or later than the date of completion of loading of the vessel), rather than 20 days after the vessel has completed loading.

The Part R delivery specifications, for ICE Futures Europe Wheat Futures Contracts, are being amended to provide that wheat shall be delivered of an EU or UK origin, rather than an EC origin, to account for the UK leaving the EU.

The Part B delivery specifications, for ICE Futures Europe Gasoil Futures Contracts, are being amended to provide that if the Buyer chooses the coaster delivery method, the maximum size is 15,000 DWT instead of 10,000 DWT.

Compliance with the Act and CFTC Regulations

The amendments to the Delivery Procedures are potentially relevant to the following core principles: (C) Participant and Product Eligibility and (E) Settlement Procedures, and the applicable regulations of the Commission thereunder.

- *Product Eligibility.* The amendments to the Delivery Procedures update certain delivery specifications relating to wheat, sugar and gasoil futures contracts, including to clarify that delivered wheat may be of EU or UK origin rather than EC origin. These changes are intended to facilitate clearing and delivery of the contracts and delivery risk management of the contracts for the Clearing House and Clearing Members. In ICE Clear Europe's view, the amendments are thus consistent with the requirements of Core Principle C and Commission Rule 39.12(b).
- *Settlement Procedures.* As discussed above, the amendments clarify and update the delivery specifications relating to certain sugar, wheat and gasoil futures contracts, consistent with the ICE Futures Europe Rules. The amendments thus clarify and update the role and responsibilities of the Clearing House and Clearing Members in the physical delivery process. As a result, ICE Clear Europe believes the amendments are consistent with the requirements of Core Principle E and Commission Rule 39.14.

As set forth herein, the amendments consist of the amendments to the Delivery Procedures, a copy of which is attached hereto.

ICE Clear Europe hereby certifies that the amendments comply with the Act and the Commission's regulations thereunder.

ICE Clear Europe received no substantive opposing views in relation to the proposed amendments.

ICE Clear Europe has posted a notice of pending certification and a copy of this submission on its website concurrent with the filing of this submission.

If you or your staff should have any questions or comments or require further information regarding this submission, please do not hesitate to contact the undersigned at giulia.honorati@theice.com or +44 20 7429 7127.

Very truly yours,



Giulia Honorati
Manager Compliance and Regulation

Appendix D - Proposed Rule Changes

PART Q: FINANCIALS & SOFTS WHITE SUGAR CONTRACTS

1. DELIVERY SPECIFICATION

1.1 Quality

White sugar shall be delivered of an origin and quality as specified in the ICE Futures Europe Rules.

1.2 Price

The price at which the white sugar contracts are delivered for a particular delivery month is the Exchange Delivery Settlement Price as calculated by ICE Futures Europe on the Last Trading Day, as defined in the ICE Futures Europe Rules.

1.3 Scope

White sugar contracts are for the sale and delivery of white beet or cane crystal sugar or refined sugar, in bags, of any origin of the crop or production current on the first day of the delivery period~~at the time of delivery~~, conforming to the specifications set out in the ICE Futures Europe Rules. Delivery is permissible on a day in the period between the first day of the delivery month and the last day of the succeeding month.

Delivered white sugar must, inter alia, be free of all liens and claims of any kind.

1.4 Cessation of Trading

White sugar delivery months cease trading on the last trading day, as specified in the Contract Terms, which unless specified otherwise in the Market Rules is at 18:30, sixteen calendar days preceding the first day of the delivery month (or, if not a Business Day, then the first Business Day immediately preceding).

1.5 Taking White Sugar “Off the Market”

If Clearing Members opt for alternative delivery procedures, notification must be made via Guardian (or any successor system).

[Part Q - Financial and Softs White Sugar Contracts (continued)]

<p>Seller's Delivery Notification</p>	<p>By 14:00</p>	<p>Where Sellers' Delivery Notifications continue to be made in respect of Non-Qualifying Port, ICE Futures Europe will determine in accordance with the relevant Contract Terms, the port of loading from which Tenders will be made and shall notify the Clearing House of such determination.</p> <p>ICE Futures Europe shall notify the Insufficient Seller(s) of the port of loading at which their Tender(s) shall take place.</p>
	<p>After 14:00</p>	<p>The Buyers are advised of the identity of the Seller via Guardian (or any successor system).</p>
<p>Last Trading Day +2</p>	<p>Second Business Day following the Last Trading Day</p>	
	<p>By 12:00</p>	<p>With the consent of ICE Futures Europe, Buyers may exchange notices of Tender via Guardian (or any successor system).</p>
<p>Delivery day(s) - 14 Calendar Days</p>	<p>Last Business Day of delivery month (Settlement Day)</p>	
	<p>By 16:00</p>	<p>Delivery may commence on any day within the delivery period, the Buyer having given fourteen calendar days' notice of the name of the vessel to the Seller via Guardian (or any successor system).</p> <p>Clearing Members should refer to the ICE Futures Europe Rules for further requirements in respect of nomination of vessels for delivery for delay in delivery.</p>
<p>Document Notice Day</p>	<p>20 days after vessel has completed loading <u>the date of issue of the bill of lading (whether the date of issue is the same or later than the date of completion of loading of the vessel)</u></p>	
	<p>By 12:00</p>	<p>The Seller must notify document presentations via Guardian (or any successor system). Once the presentation has been processed, the Buyer will be notified via Guardian (or any successor system).</p>
	<p>After 12:00</p>	<p>Buyer informed via Guardian (or any successor system) of next day presentation of documents.</p> <p>Invoices and Account Sales are made available to the Buyers and Sellers respectively via Guardian (or any successor system).</p>

PART R: FINANCIALS & SOFTS WHEAT CONTRACTS

1. DELIVERY SPECIFICATION

1.1 Quality

Wheat shall be delivered of an ~~EC~~EU or UK origin and of a standard as specified in the ICE Futures Europe Rules.

1.2 Price

The price at which the wheat is delivered is the Exchange Delivery Settlement Price on the Business Day immediately preceding the day of tender, adjusted in accordance with the ICE Futures Europe Rules.

1.3 Scope

Wheat shall be delivered from a registered store as defined in the ICE Futures Europe Rules.

1.4 First Tender day and Cessation of Trading

The normal first tender day is:

- (i) For January - the second Business Day after Christmas day; and
- (ii) For other delivery months - the seventh day prior to the first Business Day of the delivery month. If this is not a Business Day, the next Business Day becomes the first tender day.

Wheat delivery months (with the exception of the July delivery month) normally cease trading on the last trading day, as specified in the relevant Contract Terms, which unless specified otherwise in the Market Rules is at 12:30 on the 23rd day of the delivery month. The July delivery month normally ceases trading at 12:30 on the 7th calendar day of July. If this is not a Business Day, trading ceases on the previous Business Day.

Sellers may tender from 10:30 on the first tender day up to 14:00 on the last trading day.

PART B: ICE FUTURES GASOIL FUTURES (“ICE GASOIL FUTURES”)

1. DELIVERY SPECIFICATION

1.1 Quality

Gasoil shall be delivered in bulk and free of all liens and any other form of claim and shall conform to the specifications, as appropriate, described in ICE Futures Europe Rules.

1.2 Price

The price at which a ICE Gasoil Futures Contract is delivered is the Exchange Delivery Settlement Price of the Business Day immediately preceding the cessation of trading day, adjusted in accordance with ICE Futures Europe Rules.

1.3 Scope

ICE Gasoil Futures Contracts are for the sale and delivery of gasoil meeting the contract specification set out in ICE Futures Europe Rules by the Seller to the Buyer, out of a recognised storage installation or refinery in Amsterdam, Rotterdam, Antwerp, Flushing or Ghent, at the Seller’s option. This takes place on a Delivery Day nominated by the Buyer in accordance with ICE Futures Europe Rules, within a five-day period agreed by the Seller and Buyer from the sixteenth to the last day of the contract month, inclusive.

The Buyer has the option to choose the method of delivery: barge, coaster (maximum size 1540,000 DWT), in-tank or inter-tank transfer.

1.4 Determination of Quantity and Quality

The quality and quantity of the gasoil delivered is determined by an inspector selected from a panel of independent inspectors authorised by ICE Futures Europe to perform such determination.

The inspector is selected in accordance with ICE Futures Europe Rules by the Seller from two possible inspectors proposed by the Buyer, provided that if the Seller objects to both of the Buyer’s preferences and the parties cannot agree upon an alternative, ICE Futures Europe shall nominate the Inspector and this nomination shall be binding on the parties.

1.5 Cessation of trading

Trading for a contract month of ICE Gasoil Futures will normally cease two Business Days prior to the fourteenth day of that month. A list of dates, subject to amendment by ICE Futures Europe, is available from ICE Futures Europe.

1.6 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

In accordance with ICE Futures Europe Rules, EFPs and EFSs may be posted up to one hour following the cessation of trading.