

**DRAFT Ancillary Document:**

**PAC Appointments and Requirements**

**1.0 Definitions**

*tbc*

**2.0 Introduction**

*tbc*

**3.0 Composition of PAC Membership**

3.1 The PAC will be made up of members who together provide expertise across gas Settlement, including experience within the different types of organisation that are assured under the PAC.

3.2 Its membership shall encompass different roles within gas Settlement and different categories of business within each role.

3.3 The PAC comprises of a Shipper and Transporter constituency. The Shipper constituency comprises of 9 Shipper User Members, all of who have voting rights (as determined by **the annual User Representative process**) and the Transporter constituency comprises of 3 Transporter-appointed Members (comprising 2 large distribution Transporters and 1 AIGT nominee), all of whom have voting rights.

3.4 NTS will not have membership rights.

3.5 Ofgem will have the right to provide a PAC representative, at their own discretion, who will be in an advisory capacity only. Ofgem shall advise the Joint Office of their nominated representative on an annual basis or less frequently in the event of no change to the representative. For the avoidance of doubt, the Ofgem representative is not a PAC Member.

**4.0 Performance Assurance Committee structure**

4.1 For PAC to fulfil its role under the PAF, its membership must behave in a manner that is consistent with the principles of the PAF and the duties of the PAC.

**4.2 Shipper-elected PAC Members are elected annually for appointment on the 1st October and at other times when vacancies occur. These elections will be conducted by the Designated Person.**

4.3 The period of appointment for PAC members will be **[two]** years. This will result in some continuity of committee members. The process is described and will be conducted according to **the Guidelines for the User Representatives Appointment Process**.

4.4 PAC Members are representatives in their own right and do not represent the company by which they are employed.

**4.5 The Designated Person election rules** permit no more than one Shipper User PAC Member per company and it will be for the nominating Party to consider the suitability of their nominee, in respect of experience and understanding of the issues that the PAC will deal with.

4.6 All PAC Members and their alternates will be required to sign a **Confidentiality Assurance Document** and their employer shall also be required to sign an **Employer Assurance Document** to assure that the Member will be attending and voting at the PAC in the interests of the GB gas industry and not representing any commercial interest or commercial body or interest group.

4.7 A list of all PAC Members and standing alternates is published on the Joint Office website.

4.8 A PAC Member may appoint an alternate either on a standing basis. Such appointments shall be made in writing or by email to enquiries@gasgovernance.co.uk. Alternates need not necessarily come from the same company as the PAC Member. It will be for the PAC Member to consider the suitability of their alternate, in respect of experience and understanding of the issues that the PAC will deal with. A single alternate may represent more than one (1) PAC Member.

Deleted: or on a meeting-by meeting basis

### **5.0 Member Impartiality**

5.1 PAC Members are appointed and they are:

- To provide support to the PAC in assuring gas Settlement.
- Expected to exercise their duties in an impartial and independent manner.
- Not representatives of their organisations or of their organisation's interests while sitting on PAC.

### **6.0 Appointment Process**

[Lift and shift from proposal to UNCC?]

### **7.0 Declarations of interest in PAC business**

7.1 What is a matter in which a PAC member has an interest?

- PAC business which concerns a member's employer, an affiliate of their employer or a trade body with which the member or its employer are affiliated.

7.2 What is required of a PAC member when they have an interest in PAC business?

- Declare their interest to the PAC and PAFA as soon as they become aware of it
- Do not participate in decision-making concerning the interest
- Do not receive PAC information relevant to the interest

### **8.0 Non-Disclosure of PAC business**

8.1 PAC members will treat all PAC business as confidential unless PAC, having regards to its mission and objectives as defined in [reference], determines to treat a piece of business as non-confidential.

8.2 The duty of PAC members to not disclose confidential PAC business endures beyond the PAC member's appointment term.

8.3 PAC members will be required to sign a non-disclosure agreement to this effect.

### **9.0 Consequences of not declaring an interest or of disclosure of business**

9.1 This is a material breach of the member's obligations toward the PAC.

9.2 If the PAC or the PAFA becomes aware of a possible breach of a member's obligations, it shall refer the matter to the UNCC, along with all relevant evidence, including, but not limited to, information on the materiality of the breach, its wilfulness and any other breaches that have occurred or that it believes to have occurred.

9.3 The UNCC shall, having regard to the circumstances, including the materiality of the breach, its wilfulness, and any other breaches of which it is aware, determine an appropriate action, including, but not limited to:

- A written warning to both the member and their organisation, setting out the breach and reminding both of member obligations to the PAC
- Removal from the PAC
- Referral to the Authority