

UNC Workgroup 0565 Minutes
Central Data Service Provider: General framework and obligations
Wednesday 26 October 2016
at Elexon, 4th Floor, 350 Euston Road, London, NW1 3AW

Attendees

Andrew Margan	(AMa)	British Gas
Andrew Meaden	(AM)	Dentons
Andy Miller	(AMi)	Xoserve
Angela Love	(AL)	ScottishPower
Azeem Khan*	(AK)	RWE npower
Bob Fletcher (Chair)	(BF)	Joint Office
Charles Robson*	(CRo)	Bond Dickenson
Charles Ruffell	(CR)	RWE
Charles Wood	(CWo)	Dentons
Chris Warner	(CWA)	National Grid Distribution
Clare Cattle-Jones	(CCJ)	SSE
Colette Baldwin	(CB)	E.ON
David Tennant	(DT)	Dentons
Gethyn Howard	(GH)	Brookfield Utilities
Karen Visgarda (Secretary)	(KV)	Joint Office
Michael Walls*	(MW)	ES Pipelines
Mike Leonard*	(ML)	Ofgem
Rebecca Anderson	(RA)	Dentons
Rob Wigginton	(RW)	Wales & West Utilities
Sarah Gull*	(SG)	Xoserve
Sean McGoldrick*	(SMc)	National Grid NTS
Sue Hilbourne	(SH)	Scotia Gas Networks

*via teleconference

Copies of all papers are available at: <http://www.gasgovernance.co.uk/0565/171016>

The Workgroup Report is due to be presented at the UNC Modification Panel on 04 November 2016.

1.0 Introduction and FGO Framework

BF welcomed all to the meeting and explained that CB had raised an alternate 0565A related to the DSC committee constitutions. CB then explained the changes in her alternate modification, and provided an overview of the membership allocation process within the Shipper Option Matrix Table within Section 3 of the modification.

BF then explained that SH was also considering raising another alternate 0565B in relation to the membership allocation process. SH confirmed that SGN were concerned about the change in approach for Transporter membership of DSC committees proposed in Modification 0565 and that they would be considering an alternative modification to reinstate the previous solution from Modification 0565.

BF then explained the order in which the documents would be addressed during the meeting.

2.0 Consideration of Changes to Legal Text UNC and DSC**DSC Terms and Conditions**

RA provided an overview of the document highlighting the word changes, amendments and additions where applicable. Specific points or areas of the document were discussed and these areas are detailed below:-

New Party

- *means a person admitted as an additional party to the DSC Agreement after the date of the DSC Agreement*

CB wanted clarification between the DSC agreement date and the actual original agreement date as to which signing date would be referred to. CWo explained no date was required, as it referred to the signing of a New Party in this context and the dates would be different based on when they became a party to the agreement.

3. Key Provisions

Both RA and CWo said in relation this section, it had been assumed that the Licence Conditions would be very similar to what was already in the existing draft conditions. A lengthy discussion then took place as to when the Final Licence Conditions would be available to view by all parties. ML subsequently confirmed during the duration of the meeting that these would be available by Friday 28 October 2016.

4. Accession

In relation to Accession and point 4.5 as below, CR said this point seemed open ended specifically in relation to point (d), as below, and what other information might be referred to in this point. RA said it had purposefully been kept 'open and high-level' to allow the application form to be completed by applicants. Following and brief discussion between CR, SG and RA it was agreed that the word 'reasonable' would be added into this clause.

4.5 The information required to be provided by an Applicant is:

- (a) the information to be provided by the Applicant in order to become a UNC Party;*
- (b) the addressee and address to whom the CDSP's invoices should be submitted for payment*
- (c) the Applicant's Individual Contract Manager for the purposes of the Contract Management Arrangements; and*
- (d) such further information as the CDSP may require.*

RA then continued to 'step through' the document.

8 Data Security and Protection

Regarding the Data clause, various general discussions took place and CR asked that in point 8.2 (b) as below, that it would be helpful if the authorisation was subject to further provisions, with the same obligations as detailed in clause 8 in relation to a sub processor. RA said this would be looked into and that it would be made 'two way'. RA also said that Dentons had received comments from British Gas regarding their Data Protection queries. She said these were being investigated, with some already having been incorporated into the document, while some had not been. It was agreed that Dentons and British Gas would have a separate 'off line' discussion about this matter, and AMa was in agreement with this proposal.

8.1 Each Party shall process data (whether Contract Data, Party Data or Services Data) which may include personal data (such as the personal data of end users or a Party's staff) for the purposes of performing its obligations and exercising its rights under or in connection with the DSC.

*8.2 When acting as a data processor, the relevant Party shall:
process Controller Data:*

(i) only on the documented instructions of the data controller. For the purposes of the DSC, those instructions are as set out in this Clause 8[, the CDSP Service Description,] or as otherwise notified in writing by the data controller to the data processor. The data processor reserves the right to charge the data controller for any material change or addition to the instructions set out in the DSC; and

(ii) as required by European Union or English law applicable to the data processor, in which case the data processor shall first inform the data controller of the legal requirement, unless that law prohibits such prior notification;

(b) not engage any sub-processor if such engagement will have a material adverse effect on the data controller (and the relevant data controller hereby authorises the data processor to engage a sub-processor, provided such engagement will not have a material adverse effect on the data controller);

(c) not transfer any Controller Data to any country or territory outside the European Economic Area without obtaining the prior written consent of the data controller and provided that such transfer also complies with Data Protection Law;

(d) implement appropriate technical and organisational measures to ensure the security of the Controller Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage; and

(e) permit the data controller, or a third party auditor acting on the data controller's behalf and bound by a confidentiality agreement that is acceptable to the data processor, to conduct, at the data controller's cost, annual audits concerning the data processor's compliance with the DSC. The data controller is entitled to more frequent audits if this is required by Data Protection Law. The data processor may provide sufficient evidence of its compliance with these procedures in lieu of conducting any such audits.

12 Liability

Regarding the Liability clause a lengthy discussion ensued in relation to liabilities and indemnity regarding certain points, as detailed below.

CR queried the intention of the words in points 12.5 (a) (ii) regarding the Customer indemnity and asked if this was an unlimited indemnity to the CDSP. CWo explained in this context, it was not related to IPR and SG also said that any costs would not be recovered from the customers. CR then said that in that case, he wanted to be clear and make sure all in the Workgroup realised that the customers were requested to indemnify without a limit, from a use of service perspective and that the customers were agreeing to indemnify the CDSP. SG then explained the model in the CDSP in relation to the acts and omissions of the customer.

AL said that point 12.5 (b) regarding Meter Operators, was too broad regarding the control over a meter operator by a Shipper for example as they have no direct relationship as this tends to be a Supplier contract. A lengthy general discussion then took place and AMi said that this section was reference correctly and explained in detail in the process of how Xoserve engaged with the Meter Operators.

12.1 No limitation

Notwithstanding any other provision of the DSC, neither the CDSP nor any Customer excludes or limits liability to the other for:

(a) death or personal injury caused by its own negligence;

(b) liability for fraud or fraudulent misrepresentation; or

(c) any other liability the exclusion and / or limitation of which is expressly prohibited by statute or at law.

12.2 General limitation on liability

(a) Except as expressly stated in the DSC, neither the CDSP nor any Customer shall be liable to the other under the DSC for any:

- (i) *loss of profits;*
- (ii) *loss of business;*
- (iii) *loss of revenue;*
- (iv) *loss of goodwill;*
- (v) *loss of anticipated savings; and/or*
- (vi) *indirect, special or consequential loss or damage.*

(b) Clause 12.1 (a) shall not exclude or limit the CDSP's or a Customer's right under the DSC to claim for any of the following under an indemnity expressly given by a Customer or the CDSP (as appropriate) or, in the case of the CDSP, which results from a Default or other act or omission [1] by a Customer:

- (i) *any loss or damage to tangible property;*
- (ii) *any loss or damage caused by infringement of any third party IPR or breach of any obligations of confidence; or*
- (iii) *any loss or damage to software, applications or data.*

12.3 CDSP liability to Customers

(a) Subject to Clauses 12.1 and 12.2 (b), as between the CDSP and Customers, the CDSP shall have no liability to any Customer for any loss, damage, cost or harm whatsoever and whether in contract, tort, negligence, for wilful default or otherwise arising under or in connection with the DSC, the performance of the DSC or the DSC Services, UK Link or the performance of UK Link.

(b) Without limitation but subject to Clauses 12.1 and 12.2 (b), pursuant to Clause 12.3 (a), as between the CDSP and Customers, the CDSP shall have no liability to any Customer:

- (i) *for any loss, damage, cost or harm sustained or incurred by a Customer as a result of any failure of the CDSP to provide the DSC Services or to do so to any applicable service standards or in accordance with any performance indicators;*
- (ii) *for any loss, damage, cost or harm suffered by any gas supplier, meter operator or consumer;*
- (iii) *for any financial liabilities arising in respect of any failure of any Party to comply with any obligation or meet any performance standard under the Applicable Network Code; and*
- (iv) *for the accuracy of any data.*

12.4 Appropriateness of liability provisions

(a) It is acknowledged that, pursuant to the CDSP Licence Condition, the Uniform Network Code and the Budget and Charging Methodology:

- (i) the CDSP is not intended to make profits (beyond a margin to fund working capital) or losses, and will not distribute profits to its shareholders;
- (ii) any surplus (beyond such margin) or deficit of the CDSP is returned to or borne by the Customers collectively; and
- (iii) if any Customer or Customers were to make any claim against the CDSP the financial consequences of such claim would be borne by the Customers themselves.

(b) Accordingly, the Parties agree that given the nature of the DSC Services, the manner in which they are to be performed and the nature of the relationship between the CDSP and Customers, the limitations and exclusions set out in this Clause **Error! Reference source not found.** are fair and reasonable in the circumstances.

12.5 Customer indemnity

(a) Each Customer agrees to indemnify and keep indemnified and hold harmless the CDSP in respect of any claim, loss, demand, expenses (including legal costs and expenses), fines or other liability incurred or suffered by the CDSP or its directors or personnel whatsoever and howsoever arising as a result of or otherwise in connection with:

(i) any claim made against the CDSP by any person connected with the Customer (other than pursuant to a contract entered into by the CDSP with the relevant person) in connection with the DSC or any DSC Service; [2] and

(ii) any loss or destruction of, or damage to, UK Link and / or any data processed by the CDSP (or any part(s) of them) arising as a result of Default or other act or omission [3] of the Customer.

(b) For the purposes of Clause 12.5 (a)(i) a person connected with a Customer is any employee, officer, contractor or agent of the Customer, or any customer, gas supplier or meter operator of the Customer, but does not include a UNC Party or a party to the IGT Code.

RA continued to overview the recent changes to the document.

22 Notices

In relation to the Notices and Publications points, (specific points as detailed below) a general discussion took place regarding the process and possible impacts on smaller Shippers.

GH said that smaller Shippers may not have the resources to continually check emails and websites for notifications and notices and that they were unable to fully engaged in the overall Industry processes. CB reiterated that it was not appropriate for Xoserve to just assume that as something had been published on a website, that all the interested parties would see it. A lengthy and protracted general discussion took place and it was subsequently agreed by SG and RA that the wording in this section would be changed to include; in the agreement of the Contract Management Committee and the relevant Contract Committee.

22.1 Any notice given under the DSC shall be sent by e-mail and a confirmatory copy of the notice shall be signed and delivered personally or by courier to the relevant Party or Parties or posted by recorded delivery to:

(a) in the case of the CDSP, the address set out below;

(b) in the case of a Customer, the address provided pursuant to Clause 0;

or to such other address(es) as may be notified for this purpose, and shall be effective notwithstanding any change of address(es) not notified.

CDSP:

Email: [to be confirmed]

Address: [to be confirmed]

F.A.O: [to be confirmed]

22.2 Unless proven otherwise, a notice shall be deemed to have been given:

(a) if delivered personally or by courier or sent by email with confirmed receipt during 09.00 to 17.00, when left at the relevant address or receipt is confirmed (as applicable); and

(b) otherwise on the next day, unless that day is not a Business Day, in which case the notice will be deemed to have been given on the next Business Day.

22.3 For the avoidance of doubt, this Clause 22 shall not apply in respect of any Code Communication.

22A Publication

Where any provision of the DSC requires the CDSP (other than in the provision of a DSC Service) to send, submit, provide, make available or publish any document or information to Customers (or Customers of a Customer Class) collectively, or to a DSC Committee, or to any person or body under the Uniform Network Code:

(a) the CDSP may comply with such requirement by making the relevant document or information available on its website; and

(b) the CDSP shall be taken to have complied with such requirement if the Code Administrator publishes such document or information,

but subject to any provision of the DSC which requires the use of a restricted part of the CDSP's website and the provisions of 9.

General Terms Section D – CDSP and UK Link

CWo overviewed the changes and amendments in the document. In relation to the CDSP Services section a general discussion took place specifically regarding the change process and both AL and CB said this process excluded the Shippers from being able to input. It was then agreed that CWa would re-look at the overall wording in this section.

New Action 0565/1025: National Grid Distribution (CWa) to re-word section 1.3 CDSP Services clause in relation to Shipper input.1.3 CDSP Services

1.33 If the Authority consents (under paragraph [7(b)] of the CDSP Licence Condition) to the CDSP providing a service beyond what is provided in paragraph 1.3.1, and such service is provided to Core Customer(s) under the DSC, such service shall also be treated as being a CDSP Service.

1.3.4 If at any time it appears to the Transporters and the CDSP (after discussion with the Authority) that a question arises as to whether a service being or proposed to be provided by the CDSP as a CDSP Service is not a 'CDSP service' as provided in the CDSP Licence Condition qualifies as a CDSP Service under paragraph 1.3.1(b), at the request of any Transporter the CDSP and the Transporters will consult the Authority on such question; and if (following such consultation) the Transporters are not satisfied that the service does so qualify, the CDSP in consultation with the Transporters shall take such steps as are necessary to cease or not to commence the provision of such service unless the Authority consents to such provision under paragraph [7(b)] of the CDSP Licence Condition; and nothing done by the CDSP pursuant to this paragraph 1.3.4 shall be a breach of the DSC.

4.5 Appeal

DT overviewed the Appeals process section and a discussion took place as to how the appeal process would work in practice. CWo overviewed the appeal process from legal perspective and CWa explained the process within the Industry, and said that the process had been written in this way to enable the Industry to find a suitable resolution without having to immediately involve Ofgem. ML reiterated that Ofgem would be doing all in its power to make the CDSP work efficiently and effectively for the Industry.

DT then overviewed the rest of the document drawing attention to any amendments and additions as appropriate.

GT D – Annex D-2 Committee Representatives (0565)

DT overviewed the changes and amendments to the document, drawing attention to specific areas of interest. A general discussion took place in relation to the Nominating Shipper User and its interpretation as described below, and it was agreed this section needed more detail and explanation. BF provided an explanation of the current process and agreed to supply the details of the nomination and election process to Dentons.

1 Defined Terms

"Nominating Shipper User" means:

- (i) a Shipper User, or*
- (ii) where there is more than one relevant Shipper User in a Shipper User Group, a Shipper User which has been authorised by all Shipper Users in that group to make nominations under this Annex D-2 on their behalf;*

"Relevant Date" means, [in respect of the appointment of Shipper User Representatives from 1 April/October in a year, the preceding 1 January]/April;

"Shipper User Group" means a Shipper User, and where another Shipper User is a [fifty percent (50%)] Affiliate of the Shipper User, such Shipper Users taken together, and in relation to a Shipper User Group:

- (a) a relevant Shipper User is a Shipper User belonging to the Shipper User Group;*
- (b) the relevant Class is the Class to which the Shipper User Group belongs.*

New Action 0565/1026: Joint Office (BF) to provide details of the Nomination and Election Process to Dentons, to enable further clarity to be included in the Defined Terms of the GTD Annex D-2 document.

Post meeting note: Process provided to Dentons, action closed.

DT then completed the overview of the remaining sections of the document.

GT D – Annex D-2 Committee Representatives (0565A)

DT provided an overview of the document and explained the majority of the document was a replica of the 0565 version, with the difference being in the DNO Representation section and he then completed the review of the rest of the document.

3.0 Workgroup Report

BF overviewed the content of the Workgroup Report, highlighting the specific areas of difference with 0565 and 0565A, particularly in relation to the solution and the Nomination Shipper Option Matrix tables.

Following a lengthy general discussion these tables were updated in relation to each modification to provide clarity of the voting process undertaken in each separate scenario. BF said that as Scotia Gas Network were also raising an alternative modification; he would then update the Draft Workgroup Report to encompass this, once it was live. BF then completed the overview of the Draft Workgroup Report and confirmed this would be amended and published to include 0565B, in due course.

4.0 Review of outstanding actions

0565/0908: CWa National Grid Distribution to investigate whether the CDSP would act as an agent for Transporter when receiving an update to the C&D Store from a meter installer.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/0909: CWa National Grid Distribution to reflect on the process regarding data flows and meter reading in reference to Modification 0455.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/0910: CWa National Grid Distribution to look at the UK Link User Agreement in relation to what it requires existing Trader Users to sign up to.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/0911: CWa to arrange for a draft UK Link User Agreement to be made available for review.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/0912: Shippers to provide feedback regarding if they want this retained as a Transporter function.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1001: Xoserve (MC) to publish the DSC Credit Rules by close of play on Friday 14 October 2016.

Update: New Action from 03 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1002: Xoserve (MC) to review the Credit Policy process, to provide clarity in respect of issuing the notice to the Transporters regarding a default.

Update: New Action from 03 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1003: National Grid Distribution (CWa) to discuss with MB the area of indebtedness and how this would be linked to the Charging Methodology in relation to contractual exposure.

Update: New Action from 03 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1004: National Grid Distribution (CWa) to provide clarity regarding Service Lines and Agency Functions to ensure there clear identification of responsibility.

Update: New Action from 11 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1005: National Grid Distribution (CWa) to add to the Issues Log that the UNC related or referenced documents need to be reviewed and updated based on the FGO regime.

Update: New Action from 11 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1006: National Grid Distribution (CWa) to confirm the procedure if a User obtained and published confidential or sensitive information that was provided to it in error.

Update: New Action from 11 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1007: Xoserve (AMi) to confirm if in the context of Performance Assurance if point 16.1.1 is a Direct Function and Agency Services.

Update: New Action from 11 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1008: National Grid Distribution (CWa) to clarify relationship between UNCC and DESC and how their budget is set.

Update: New action from 14 October 2016. Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1009: Xoserve (MC) and (SG) to review the fee of £500.00 for the late invoice payment administration fee, with the view to reducing this figure.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1010: Xoserve (MC) and (SG) to clarify the period of time allowed for an invoice dispute to be raised and whether the proposed 7 days could be extended.

Update: Deferred until 01 November 2016 meeting. **Carried forward**

0565/1011: National Grid Distribution (CWa) and Xoserve (SG) to look at the categories of data and clarify the position of IPR and licencing.

Update: Deferred until 01 November 2016 meeting. **Carried forward**

0565/1012: National Grid Distribution (CWA) and Xoserve (SG) to confirm the wording regarding *Data Security and Protection* was 'future proofed' where possible.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1013: National Grid Distribution (CWA) to investigate including an injunction clause into the Data Security and Protection section of the DSC Terms and Conditions.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1014: National Grid Distribution (CWA) to confirm the rights and obligations against the DSC and how data quality issues should be reported to the PAC.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1015: National Grid Distribution (CWA) to investigate the indemnity issue, and the default reference in point DSC 12.5 (a) (ii) together with the liability under a contract under the CDSP and amend the wording to provide clarity.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1016: Xoserve (SG) to investigate what is the current reporting and frequency of reports presently produced for Business Continuity exercises.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1017: Xoserve (SG) to amend the wording DSC Contract Management Point 4.1.5. within the Contract Management Committee section, to read 'as soon as practicable' when considering the provision of audit reports.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1018: National Grid Distribution (CWA) to clarify if the National Grid NTS Annual Customer Class Infrastructure Charge Base, as determined in 7.2.3, is based on the first calculation of the ACCICB or the adjusted ACCICB.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1019: National Grid Distribution (CWA/CWo) to discuss with SG/CP suitable wording for sections 3.2.4 and 3.5.2 of the DSC Transitional Arrangements Document.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1020: National Grid Distribution (CWA) to clarify ASA termination provisions that would survive and what DSC arrangements/termination agreements will take their place.

Update: Deferred until 01 November 2016 meeting. **Carried forward.**

0565/1021: National Grid Distribution (CWA) to consider if any changes need to be made to section 6.1.5 of the DSC Transitional Arrangements document, when taking into account any incidental costs from any third party liability claims.

0565/1022: National Grid Distribution (CWA) to clarify how any post implementation Nexus costs are ring-fenced to Transporters.

Update: Deferred until 01 November 2016. **Carried forward.**

0565/1023: National Grid Distribution (CWA) to update wording to clarify that the Priority Principles in section 4.5 of the Change Management Procedures are not a hierarchy.

Update: Deferred until 01 November 2016. **Carried forward.**

0565/1024: Xoserve (DTu) to determine the notice periods to be provided in section 5.3 of the DSC Change Management Procedures.

Update: Deferred until 01 November 2016. **Carried forward.**

5.0 Next Steps

BF confirmed the next meetings were:- 01 November 2016 and 14 November 2016. At the meeting on the 01 November 2016, BF said the remaining DSC documents would be overviewed together with finalising the Workgroup Report in readiness for the Panel Meeting 04 November 2016. He also reiterated that the new alternate Modification 0565B would have to be reviewed within the meeting on 01 November, as this had to be considered during the Workgroup discussions and prior to the Panel submission.

6.0 Any Other Business

No other business was discussed.

7.0 Diary Planning

Further details of planned meetings are available at: www.gasgovernance.co.uk/Diary

Time/Date	Venue	Workgroup Programme
10:00 Tuesday 01 November 2016	Elxon, 4 th Floor, 350 Euston Road, London NW1 3AW	FGO Workgroup and Workgroup 0565 0565A 0565B <ul style="list-style-type: none"> • Consideration of Changes to Legal Text UNC and DSC • Legal Text Commentary • Finalise Workgroup Report
10.00 Monday 14 November 2016	Dentons, Dentons, One Fleet Place, London EC4M 7RA	FGO Workgroup and Workgroup 0565 0565A 0565B <ul style="list-style-type: none"> • TBC

Workgroup 0565 (as at 26 October 2016)

Action Ref	Meeting Date	Minute Ref	Action	Owner	Status Update
0565/0908	29/09/16	2.0	CWa National Grid Distribution to investigate whether the CDSP would act as an agent for Transporter when receiving an update to the C&D Store from a meter installer.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/0909	29/09/16	2.0	CWa National Grid Distribution to reflect on the process regarding data flows and meter reading in reference to Modification 0455.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>

0565/0910	29/09/16	2.0	CWa National Grid Distribution to look at the UK Link User Agreement in relation to what it requires existing Trader Users to sign up to.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/0911	29/09/16	2.0	CWa to arrange for a draft UK Link User Agreement to be made available for review.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/0912	29/09/16	2.0	Shippers to provide feedback regarding if they want this retained as a Transporter function	All Shippers	Carried forward <i>(Due 01 Nov 16)</i>
0565/1001	03/10/16	2.0	Xoserve (MC) to publish the DSC Credit Rules by close of play on Friday 14 October 2016.	Xoserve (MC)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1002	03/10/16	2.0	Xoserve (MC) to review the Credit Policy process, to provide clarity in respect of issuing the notice to the Transporters regarding a default.	Xoserve (MC)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1003	03/10/16	2.0	National Grid Distribution (CWa) to discuss with MB the area of indebtedness and how this would be linked to the Charging Methodology in relation to contractual exposure.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1004	11/10/16	3.0	National Grid Distribution (CWa) to provide clarity regarding Service Lines and Agency Functions to ensure there clear identification of responsibility.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1005	11/10/16	3.0	National Grid Distribution (CWa) to add to the Issues Log that the UNC related or referenced documents need to be reviewed and updated based on the FGO regime.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1006	11/10/16	3.0	National Grid Distribution (CWa) to confirm the procedure if a User obtained and published confidential or sensitive information that was provided to it in error.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1007	11/10/16	3.0	Xoserve (AMi) to confirm if in the context of Performance Assurance if point 16.1.1 is a Direct Function and Agency Services.	Xoserve (AMi)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1008	14/10/16	2.0	National Grid Distribution (CWa) to clarify relationship between UNCC and DESC	National Grid Distribution	Carried forward <i>(Due 01 Nov 16)</i>

			and how their budget is set.	(CWA)	Nov 16)
0565/1009	17/10/16	3.0	Xoserve (MC) and (SG) to review the fee of £500.00 for the late invoice payment administration fee, with the view to reducing this figure.	Xoserve (MC) & (SG)	Carried forward (Due 01 Nov 16)
0565/1010	17/10/16	3.0	Xoserve (MC) and (SG) to clarify the period of time allowed for an invoice dispute to be raised and whether the proposed 7 days could be extended.	Xoserve (MC) & (SG)	Carried forward (Due 01 Nov 16)
0565/1011	17/10/16	3.0	National Grid Distribution (CWA) and Xoserve (SG) to look at the categories of data and clarify the position of IPR and licencing.	National Grid Distribution (CWA) & Xoserve (SG)	Carried forward (Due 01 Nov 16)
0565/1012	17/10/16	3.0	National Grid Distribution (CWA) and Xoserve (SG) to confirm the wording regarding <i>Data Security and Protection</i> was 'future proofed' where possible.	National Grid Distribution (CWA) & Xoserve (SG)	Carried forward (Due 01 Nov 16)
0565/1013	17/10/16	3.0	National Grid Distribution (CWA) to investigate including an injunction clause into the Data Security and Protection section of the DSC Terms and Conditions.	National Grid Distribution (CWA)	Carried forward (Due 01 Nov 16)
0565/1014	17/10/16	3.0	National Grid Distribution (CWA) to confirm the rights and obligations against the DSC and how data quality issues should be reported to the PAC.	National Grid Distribution (CWA)	Carried forward (Due 01 Nov 16)
0565/1015	17/10/16	3.0	National Grid Distribution (CWA) to investigate the indemnity issue, and the default reference in point DSC 12.5 (a) (ii) together with the liability under a contract under the CDSP and amend the wording to provide clarity.	National Grid Distribution (CWA)	Carried forward (Due 01 Nov 16)
0565/1016	17/10/16	5.0	Xoserve (SG) to investigate what is the current reporting and frequency of reports presently produced for Business Continuity exercises.	Xoserve (SG)	Carried forward (Due 01 Nov 16)

0565/1017	17/10/16	5.0	Xoserve (SG) to amend the wording DSC Contract Management Point 4.1.5. within the Contract Management Committee section, to read 'as soon as practicable' when considering the provision of audit reports.	Xoserve (SG)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1018	18/10/16	2.0	National Grid Distribution (CWa) to clarify if the National Grid NTS Annual Customer Class Infrastructure Charge Base, as determined in 7.2.3, is based on the first calculation of the ACCICB or the adjusted ACCICB.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1019	18/10/16	3.0	National Grid Distribution (CWa/CWo) to meet with SG/CP discuss suitable wording for sections 3.2.4 and 3.5.2 of the DSC Transitional Arrangements Document.	National Grid Distribution (CWa/CWo)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1020	18/10/16	3.0	National Grid Distribution (CWa) to clarify ASA termination provisions that would survive and what DSC arrangements/termination agreements will take their place.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1021	18/10/16	3.0	National Grid Distribution (CWa/CWo) to consider if any changes need to be made to section 6.1.5 of the DSC Transitional Arrangements document, when taking into account any incidental costs from any third party liability claims.	National Grid Distribution (CWa/CWo)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1022	18/10/16	3.0	National Grid Distribution (CWa) to clarify how any post implementation Nexus costs are ring-fenced to Transporters.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1023	18/10/16	4.0	National Grid Distribution (CWa) to update wording to clarify that the Priority Principles in section 4.5 of the Change Management Procedures are not a hierarchy.	National Grid Distribution (CWa)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1024	18/10/16	4.0	Xoserve (DTu) to determine the notice periods to be provided in section 5.3 of the DSC Change Management Procedures.	Xoserve (DTu)	Carried forward <i>(Due 01 Nov 16)</i>
0565/1025	26/10/16	2.0	National Grid Distribution (CWa) to re-word section 1.3 CDSP Services clause in relation to Shipper input.	National Grid Distribution	Carried forward <i>(Due 01 Nov 16)</i>
0565/1026	26/10/16	2.0	Joint Office (BF) to provide details of the Nomination and Election Process to Dentons, to enable further clarity to be	Joint Office (BF)	Closed

			included in the Defined Terms of the GTD Annex D-2 document.		
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