Draft: 24 October 2016

**Table of clauses which reference CDSP Licence Condition (explicitly or implicitly)**

| **Clause reference** | **Clause subject** | **Clause text** | **Required action following release of final version of CDSP Licence Condition** |
| --- | --- | --- | --- |
| **DSC Agreement** | | |  |
| **Recital A** | Recital | [*Refer to CDSP Licence Condition i.e. new Standard Special Condition A15A of Transporter's Licence, when next version available*] | Cross refer to applicable provision(s) of CDSP Licence Condition. |
| **DSC Terms and Conditions** | | |  |
| **2.2** | Definition of CDSP | CDSP means Xoserve Limited (company number 05046877) whose registered office is at 1-3 Strand, London, WC2N 5EH, being the person appointed by the Transporters pursuant to the CDSP Licence Condition; | Drafting not expected to change. |
| **2.2** | Definition of CDSP Licence Condition | CDSP Licence Condition means [Standard Special Condition [A15A] of the Gas Transporter's Licences]; | Drafting not expected to change. |
| **3.8** | Key provisions | The CDSP shall provide [or otherwise procure] the CDSP Services effectively to help facilitate the efficient and integrated operation of the gas industry . | Confirm clause is still consistent with CDSP Licence Condition. |
| **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… | Drafting not expected to change. |
| **CDSP Service Description** | | |  |
| **N/A** | - | - | - |
| **Budget and Charging Methodology** | | |  |
| **1.5(a)(ii)** | Scope and purpose | This Document sets out the basis on which the CDSP Budget may be appealed pursuant to the CDSP Licence Condition; | Not expected to change. |
| **4.7.1** | Budget appeal | A Customer may (subject to and in accordance with this paragraph 4.7) appeal the CDSP Budget for the Charging Year on the grounds that the CDSP Budget is not fit for purpose for the CDSP to fulfil the obligation to provide Services consistent with paragraph 7(b) of the CDSP Licence Condition. | Check cross-reference to CDSP Licence Condition is correct. |
| **4.7.12** | Budget appeal | The appeal will be decided by the Authority's direction to the Transporters as provided in paragraph 11 of the CDSP Licence Condition | Check cross-reference to CDSP Licence Condition is correct. |
| **UK Link Manual Framework Document** | | |  |
| **N/A** | - | - | - |
| **UK Link Terms and Conditions** | | |  |
| **N/A** | - | - | - |
| **Change Management Procedures** | | |  |
| **N/A** | - | - | - |
| **Contract Management Arrangements** | | |  |
| **N/A** | - | - | - |
| **Third Party and Additional Services Policy** | | |  |
| **N/A** | - | - | - |
| **Transitional Arrangements Document** | | |  |
| **1.6.1** | Further background | The Transporters have, for the purposes of the CDSP Licence Condition, appointed Xoserve as the central data services provider | Drafting not expected to change. |
| **4.1.3** | Execution of DSC Agreement | The CDSP will prepare, send to each UNC Party an explanation of, and implement arrangements, to be approved (for the purposes of their compliance with the CDSP Licence Condition) by the Transporters, for execution of the DSC Agreement by each UNC Party… | Drafting not expected to change. |
| **6.1.4** | Xoserve declaration and payment of shareholder distribution | It is noted that Xoserve the CDSP may (as referred to in paragraph 7(b) of the CDSP Licence Condition) declare and pay a distribution to its shareholders in respect of the period ending immediately before the Implementation Date. | Check cross-reference to CDSP Licence Condition is correct. |
| **Credit Policy** | | |  |
| **N/A** |  |  |  |
| **GTD** | | |  |
| **1.1.2** | Introduction | This Section D includes the provisions required to be included in the Code pursuant to the CDSP Licence Condition. | Drafting not expected to change. |
| **1.1.4** | Introduction | It is recognised that this Section D and the DSC are based on the assumption that (as provided in paragraph 7(b) of the CDSP Licence Condition, and reflected in paragraph 1.4.6) the CDSP will not return a profit through its share capital; and that if (as contemplated by paragraph 7(b)) the Authority were to consent to the CDSP doing so, it would be necessary to modify this Section D and amend the DSC to take account of the change in nature of the CDSP. | Check cross-references to CDSP Licence Condition are correct. |
| **1.2.1** | Definition of CDSP | the "Central Data Services Provider" or "CDSP" is the person for the time being appointed by the Transporters as [Central Data Services Provider] pursuant to the CDSP Licence Condition | Drafting not expected to change. |
| **1.2.1** | Definition of CDSP Licence Condition | the "CDSP Licence Condition" is [Standard Special Licence Condition A15A] of Gas Transporter's Licences | Drafting not expected to change. |
| **1.2.2(a)** | DSC Objectives | The DSC Objectives are:   * + - 1. compliance with the requirements of the CDSP Licence Condition, including (without limitation):          1. that the CDSP should provide services effectively to help facilitate the efficient and integrated operation of the gas industry; and          2. so far as concerns CDSP Charges, compliance with the charging methodology objective in paragraph 8(e) of the CDSP Licence Condition; and | Confirm clause is still consistent with CDSP Licence Condition.  Check cross-reference to CDSP Licence Condition is correct. |
| **1.3.3** | CDSP Services | 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 be treated as being a CDSP Service. | Confirm clause is still consistent with CDSP Licence Condition.  Check cross-reference to CDSP Licence Condition is correct. |
| **1.3.4** | CDSP Services | If a question arises as to whether a service being or proposed to be provided by the CDSP 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. | Confirm clause is still consistent with CDSP Licence Condition.  Check cross-reference to CDSP Licence Condition is correct. |
| **1.4.2** | Agreement to engage CDSP | Accordingly the Parties shall, and each Party undertakes that it will:  (a) use the Code Services;  (b) engage the CDSP to perform and carry out the Code Services;  (c) for that purpose, enter into and comply with the DSC; and  (d) without limitation of its obligation to comply with the DSC, pay CDSP Charges as applicable to each Party in accordance with the DSC and the CDSP's Annual Charging Statement. | Confirm clause is still consistent with CDSP Licence Condition (currently condition 6(a), (b) and (c)). |
| **1.4.4** | Control and govern the CDSP on an economic and efficient basis | Each Party undertakes that it will act and exercise its rights and powers in relation to the CDSP (including [its powers under the CDSP Articles of Association and] its rights and powers under the DSC) so as jointly to control and govern the CDSP on an economic and efficient basis | Confirm clause is still consistent with CDSP Licence Condition (currently condition 6(c)). |
| **1.4.5** | Appeal CDSP Budget | A Party may appeal the CDSP Budget for a CDSP Year by notice in writing to the Authority in accordance with and subject to the process set out in the Budget and Charging Methodology provided for in paragraph 3.3 [(and the relevant provisions of the Budget and Charging Methodology are deemed incorporated into the Code for the purposes of the CDSP Licence Condition)]. | Confirm clause is still consistent with CDSP Licence Condition (currently condition 8(d)). |
| **1.4.6** | Status of CDSP | The Parties agree and acknowledge that:  (a) the CDSP will not declare dividends or distributions (of income or capital) to its shareholders;  (b) the shareholders of the CDSP have no obligations in respect of the funding of the CDSP;  (c) the objective of the CDSP is to operate without making a net surplus (other than a margin to provide working capital) or net loss in any CDSP Year (and while some over or under-recovery of CDSP Costs in any one year is likely to occur, the provisions of the Budget and Charging Methodology ensure that such over or under-recovery is corrected in subsequent years);  (d) accordingly (in accordance with the further provisions of this Section D):  (i) the CDSP Services are provided 'at cost' to Core Customers (save as to the margin referred to in paragraph (c)); and  (ii) all CDSP Costs (to the extent not recovered from third parties) are to be recovered from Core Customers. | Confirm clause is still consistent with CDSP Licence Condition (currently condition 7(b)). |
| **1.5.1(a)** | Definition of Relevant Licence Provisions | For the purposes of this paragraph 1.5 "Relevant Licence Provisions" are the CDSP Licence Condition… | Drafting not expected to change. |
| **3.1.3(d)** | DSC Terms and Conditions | The DSC Terms and Conditions:  (d) provide for require the CDSP to provide [or otherwise procure] CDSP Services effectively to help facilitate the efficient and integrated operation of the gas industry; | Confirm clause is still consistent with CDSP Licence Condition (currently condition 8(b)). |
| **3.3.1(b)** | Budget and Charging Methodology | The Budget and Charging Methodology shall provide for the basis for an appeal to the Authority in respect of the CDSP Budget as provided in the CDSP Licence Condition and the implementation of the Authority's decision | Confirm clause is still consistent with CDSP Licence Condition (currently condition 8(b)). |
| **3.3.2** | Budget and Charging Methodology | The Budget and Charging Methodology shall provide for:  (a) …  (b) the Budget and Charging Methodology [and Annual Charging Statement] to facilitate the charging methodology objective set out in the CDSP Licence Condition;  (c) the further matters required under the CDSP Licence Condition. | Confirm clause is still consistent with CDSP Licence Condition (currently condition 8 (d) and (e)). |