

Without prejudice and subject to contract

Draft: 29.04.2016

DSC AGREEMENT

This is a first draft of the agreement to be signed by xoserve and all UNC parties to establish the DSC (data services agreement).

The DSC will comprise this DSC Agreement, DSC Terms and Conditions and DSC Service Documents.

THIS AGREEMENT is made on and with effect from **

BETWEEN the persons whose names and other details are set out in Schedule 1

WHEREAS:

- (A) [Refer to CDSP Licence Condition i.e. new Standard Special Condition A15A of Transporter's Licence, when next version available]
- (B) The Uniform Network Code requires each UNC Party to enter into the DSC.
- (C) The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves by the DSC Terms and Conditions and (in the case of the UNC Parties) complying with the requirement in recital B.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Agreement (including the Recitals hereto):

"**Accession Agreement**" means an agreement, between the Authorised Person (on its own behalf and on behalf of all other Parties) and an Applicant, in the form in the Annex hereto;

"**Accession Requirements**" means the applicable requirements to be complied with by an Applicant pursuant to the DSC Terms and Conditions before the Applicant may accede to the DSC Agreement;

"**Applicant**" means a person (other than a Party) who wishes to be a New Party and to accede to the DSC Agreement;

"**Authorised Person**" means the person specified as such in the DSC Terms and Conditions;

"**DSC**" means the data services contract which comprises this DSC Agreement, the DSC Terms and Conditions and the DSC Service Documents (as defined in the DSC Terms and Conditions);

"**DSC Terms and Conditions**" means the document of that title dated [/] and designated by [], as such document may be amended from time to time in accordance with its provisions for amendment;

"**Effective Day**" means:

- (a) with respect to each of the Original Parties, [1 April 2017]; and
 - (b) with respect to any New Party and (as respects such New Party) each other Party, the date of the relevant Accession Agreement;
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"New Party" means a person admitted as an additional party to the DSC Agreement after [1 April 2017];

"Original Parties" means the persons whose names are set out above and in Schedule 1;

"Party" means any of, subject as provided in Clause 3, the Original Parties and each New Party, and **"Parties"** shall be construed accordingly;

"Gas Transporter's Licence" means a licence granted or treated as granted under Section 7(2) of the Gas Act 1986;

"Uniform Network Code" means the Uniform Network Code prepared pursuant to Standard Special Condition A11(6) of Gas Transporter's Licences, as from time to time modified;

"UNC Party" means a 'Party' to and as defined in the Uniform Network Code;

"Withdrawing Party" has the meaning given to such term in the DSC Terms and Conditions.

2 New Party

- 2.1 Where the Authorised Person is satisfied that an Applicant has complied in substance with all of the Accession Requirements, the Parties shall admit the Applicant as an additional party to the DSC Agreement, for which purposes the Authorised Person shall enter into an Accession Agreement with such Applicant.
- 2.2 Each Party (other than the Authorised Person) hereby authorises the Authorised Person to sign on its behalf and deliver any Accession Agreement pursuant to Clause 2.1, and undertakes not to withdraw, qualify or revoke such authority.
- 2.3 Upon the execution of an Accession Agreement by the Authorised Person and an Applicant, the Applicant shall become a New Party.
- 2.4 The Authorised Person will provide to the Gas and Electricity Markets Authority a copy of each Accession Agreement within 28 days after such agreement is made.

3 Withdrawing Party

A Party who becomes a Withdrawing Party shall with effect from the specified date in accordance with the DSC Terms and Conditions cease to be a Party, but without prejudice to any provision of the DSC Terms and Conditions as to the continuance in force of any of the provisions of the DSC as respects, or of any rights, obligations and liabilities of, any such Party or (as respects such Party) each other Party to the DSC Agreement.

4 DSC Terms and Conditions

- 4.1 The DSC Terms and Conditions are hereby given effect between and made binding upon each Party with effect from the Effective Date.
- 4.2 With effect from the Effective Date each Party undertakes to each other Party, to comply with and to perform its obligations in accordance with and subject to the DSC Terms and Conditions.

5 Severance

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

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6 Counterparts

This Agreement may be executed in any number of counterparts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

Signature blocks to be inserted

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Schedule 1

Name	Registration number or equivalent (if any)	Place of incorporation	Registered or principal office
Xoserve Limited	5046877	England	1-3 Strand, London WC2N 5EH
Transporters			
National Grid Gas plc	2006000	England	1-3 Strand, London WC2N 5EH
[New company for NG RDNs]			
Wales & West Utilities Limited	5046791	England	Wales & West House, Spooner Close Coedkernew, Newport, South Wales, NP10 8FZ
Northern Gas Networks Limited	5167070	England	1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU
Southern Gas Networks plc	5167021	England	St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ
Scotland Gas Networks plc	SC264065	Scotland	Axis House, 5 Lonehead Drive, Newbridge, Edinburgh
Independent Gas Transporters			
British Gas Pipelines Limited	3226380	England	
Energetics Gas Limited	SC303150	Scotland	
Energy Assets Pipelines Limited	8743360	England	
E.S. Pipelines Limited	3822878	England	
ESP Connections Limited	3234745	England	
ESP Networks Limited	2865198	England	
ESP Pipelines Limited	3405272	England	
Fulcrum Pipelines Limited	6006362	England	
GTC Pipelines Limited	3104203	England	
Independent Pipelines Limited	2828692	England	
Quadrant Pipelines	2528816	England	

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Limited			
Indigo Pipelines Limited	2742721	England	
Shippers			

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ANNEX
FORM OF ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made on []:

BETWEEN:

- (1) [] (the "**Authorised Person**", on its own behalf and on behalf of all the other parties to the DSC Agreement referred to below; and
- (2) [] (the "**New Party**") whose principal office is at [].

WHEREAS:

- (A) By the DSC Agreement dated ** and made between the Authorised Person and the other Original Parties named therein and as now in force pursuant to any Accession Agreement entered into by any other Party before the date of this Accession Agreement (the "**DSC Agreement**") the Parties agreed to give effect to and be bound by the DSC Terms and Conditions.
- (B) The New Party wishes to be admitted as an additional party under the DSC Agreement.

NOW IT IS HEREBY AGREED as follows:

1. In this Accession Agreement words and expressions defined in or for the purposes of the DSC Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the DSC Agreement.
2. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the New Party as an additional party under the DSC Agreement on the terms and conditions hereof.
3. The New Party hereby accepts its admission as a party under the DSC Agreement and undertakes with the Authorised Person (acting on its own behalf and on behalf of each of the other Parties) to perform and comply with, and to be bound by, the DSC Agreement as a party under the DSC Agreement as from the date hereof.
4. For all purposes in connection with the DSC Agreement the New Party shall as from the date hereof be treated as if it has been a signatory of the DSC Agreement, and as if this Agreement were part of the DSC Agreement, and the rights and obligations of the Parties shall be construed accordingly.
5. This Agreement and the DSC Agreement shall be read and construed as one document and references (in or pursuant to the DSC Agreement) to the DSC Agreement (howsoever expressed) should be read and construed as reference to the DSC Agreement and this Agreement.
6. If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written
