

FGO - Outline of new Section in GTB

This outline drafting has been prepared to illustrate in principle how the UNC will describe the functions of the CDSP. This text will replace the existing TPD Section V6.5. The text is proposed to be included in the General Terms part of the UNC (so that it is applicable in relation to all parts of the UNC and all parties including (post 0440) IGTs. The outline drafting is very preliminary and will be expanded as further details are developed.

1 Central Data Service Provider

1.1 General

1.1.1 For the purposes of the Code:

- (a) 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;
- (b) the **CDSP Licence Condition** is [condition XXXX];
- (c) the **Data Services Contract** or **DSC** is the contract between the Parties and the CDSP in the form approved by the Authority pursuant to arrangements set out [in the Transition Document] [Licence Condition] as from time to time amended in accordance with its terms [and the provisions of this paragraph [1]].

1.1.2 The **Central Data Services** are:

[This section will split the services into those which are provided by CDSP in its own name, and those which are provided on behalf of Transporters (or National Grid NTS). It may also distinguish services which qualify as 'central' services within the scope of the Licence Condition, and others. At this stage the services are listed for indicative purposes, without separation into different categories, and in no particular order.]

- (a) the maintenance of the Supply Point Register and the performance of the functions of the Central Data Services Provider (in connection with supply point administration) in TPD Section G

[It is proposed that each section of TPD (and perhaps other sections) will contain a short paragraph identifying the functions of the CDSP in connection with that section]
- (b) the performance of the functions of the Central Data Services Provider (in connection with demand estimation) in TPD Sections H1, H2, H3 and H4 [and H5];
- (c) the performance of the functions of the Central Data Services Provider (in connection with [metering, meter data and meter reading]) in TPD Section M;
- (d) the performance of the functions of the Central Data Services Provider (in connection with invoicing and payment) in TPD Section S;
- (e) the provision, maintenance, operation and development of UK Link and the performance of the functions of the Central Data Services Provider (in connection with UK Link) in TPD Section U;

- (f) the performance of the functions of the Central Data Services Provider (in connection with the admission and termination of Shipper Users) in TPD Section V2 and V4;
- (g) *[add paragraphs to address sections B, C, D, E, F, X as appropriate]*
- (h) the performance of the functions of the Central Data Services Provider (in connection with data flows between Transporters and [IGTs] in IGTAD Sections [/];
- (i) *[the performance of the functions of the Central Data Services Provider (in connection with data flows between Transporters) in OAD Sections [/] [if any];*
- (j) such other services and activities as:
 - (i) are provided in the Code to be provided or carried out by the CDSP; or
 - (ii) are agreed (by the Parties and the CDSP) to be provided or carried out in connection with the implementation of the Code.
- (k) *[theft of gas]*
- (l) *[others?]*

1.1.3 Performance of the Central Data Services includes:

- (a) the transmission and receipt of Code Communications for the purposes of the provisions of the Code referred to in paragraph [1.1.2];
- (b) *[the provision, operation, maintenance and development of computer systems (so far as not forming part of UK Link) to support the implementation of the provisions of the Code referred to in paragraph [1.1.2].] [Existing text in V6.5 – to review whether relevant]*

1.2 Agreement to engage the CDSP

1.2.1 The Parties acknowledge and agree that the Central Data Services must be performed in order to implement and give effect to the Code.

1.2.2 Accordingly the Parties shall, and each Party undertakes that it will:

- (a) use [or procure the use of] the Central Data Services;
- (b) engage the CDSP to perform and carry out the Central Data 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 the charges of the CDSP as applicable to each Party in accordance with the DSC and the [charging statement].

1.2.3 In accordance with Section [GTXXX] no person may become a Party without acceding to the DSC.

[A new condition of entry will be included for new Parties. The Transition Document will address the signature of the DSC by existing Parties.]

1.2.4 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 that *[to set out specific licence condition requirements]* [and otherwise so as to enable the Transporters to comply with the CDSP Licence Condition].

1.3 Role and status of CDSP

1.3.1 The Parties acknowledge and agree that:

- (a) the Code sets out or describes functions of the CDSP as obligations of the CDSP (as if the CDSP were a party to the Code);
- (b) the CDSP is not a Party, and is not bound by any Framework Agreement to comply with the Code;
- (c) accordingly the DSC operates to bind the CDSP to perform the functions assigned to it under the Code;
- (d) *[UNC boilerplate not applicable to CDSP]*.

1.3.2 *[Further provisions to address role of CDSP]*

[The substitution of 'CDSP' for 'Transporter' in certain provisions of the TPD, for example in Section G, will in some cases result in those provisions referring to discretions, choices, judgements and entitlements of the CDSP. It is proposed to establish general principles to address these (and direct / control the exercise of them by the CDSP). These principles will in turn be made binding on the CDSP via the DSC.]

1.3.3 In relation to the Central Data Services and the provisions of the Code referred to in paragraphs []:

[See note under 1.1.2 above and the intended sub-categorisation of central data services. This section will refer to the services which are no longer provided by the CDSP, such as supply point administration, availability of UK Link, etc]

- (a) the CDSP acts as the operator [in its own name] of the [Supply Point Register / other systems / data bases];
- (b) Code Communications given or received by the CDSP under those provisions are given or received by it [in its own name] as such operator, and not as agent of any particular Party.

1.3.4 In relation to the Central Data Services and the provisions of the Code referred to in paragraphs []:

[This will refer to services which directly support Transporter obligations, such as transportation invoicing. Part of the text below is taken from the existing V6.5]

- (a) Code Communications pursuant to the those provisions are given between Users and Transporters, and in sending or receiving such Code Communications the CDSP acts as agent of the Transporter or Transporters;

- (b) any such Code Communication given by the CDSP shall be deemed to have been given by and be binding on the Transporter, and Users shall be entitled to rely on such Code Communication;
- (c) where there is a requirement in the Code under any such provision that a User give a Code Communication to a Transporter or the Transporters collectively, the User shall be treated as having complied with such requirement where the User gives the Code Communication to the CDSP;
- (d) [where the agreement between the Transporters for the purposes of this paragraph [XXX] so provides, the CDSP will act on behalf of the Transporters in respect of the exercise of any discretion or rights conferred on the Transporters, the performance of the Transporters' obligations and the giving and receiving of Code Communications in each case.]

1.3.5 [Similar provisions in relation to IGTAD and OAD?].

1.4 Effect of provisions of the Code

1.4.1 Where a provision of the Code referred to in paragraphs [/] contains a rule, requirement or obligation binding on a Party and not expressly owed to any other Party or Parties in particular:

- (a) such provision operates for the benefit of all Parties, notwithstanding that such provision may be expressed as a provision about a Code Communication to be given by or to or a process to be followed by or with the CDSP;
- (b) [enforcement of relevant provisions].

[This section will again refer to the services provided by CDSP in its own name, ie those referred to in 1.3.3 above. The UNC in some cases contains provisions in favour of the Transporter (to be substituted by CDSP) which effectively define rules for the benefit of the industry (and in which the CDSP does not itself have an interest. An example is the warranty (currently given to the Transporter) by a shipper nominating a supply point that it (or its supplier) is the supplier to the consumer at that site.]

1.4.2 The rights and obligations of the Parties under the Code shall not be affected by any failure or delay on the part of the CDSP in performing the Central Data Services, so far as such rights and obligations are capable of being construed and determined notwithstanding such failure or delay, but without prejudice to any provision of the Code which expressly addresses any such failure or delay or the consequences thereof.

1.5 Further provisions

1.5.1 In the event of any conflict between the provisions of the Code and the provisions of the DSC:

- (a) as between the Parties, the provisions of the Code shall prevail;
- (b) [if any Party requires] the DSC shall be amended (and each Party undertakes to exercise its rights in relation to amendment of the DSC) to remove such conflict.

1.5.2 The CDSP will provide further services (not being Central Data Services)

- (a) to individual Parties, pursuant to the DSC;

- (b) to person who are not Parties, on terms and conditions specified or authorised pursuant to the DSC

where so required under the Code or the DSC or otherwise authorised [*under appropriate governance*]

1.5.3 So far as any of the Central Data Services comprise the functions to be fulfilled by the Supply Point Information Service (**SPIS**) pursuant to Standard Condition 31 (**SC31**) of the Transporters' [GT licences]:

- (a) the DSC shall take effect as an arrangement by which (as contemplated by SC31) the Transporters procure the establishment and subsequent operation and maintenance by the CDSP of the SPIS;
- (b) the CDSP shall perform the Central Data Services and otherwise act so as to ensure the Transporters comply with SC31;
- (c) each Party undertakes that it will not act or exercise its rights or powers in relation to the CDSP (including its powers under the CDSP Articles of Association and its rights and powers under the DSC) in a way which is inconsistent with paragraph (b);
- (d) [*anything else?*]

1.5.4 Where any provision of the Code:

- (a) provides for any duty, representation, warranty, indemnity or other obligation on the part of the CDSP in favour of any Party or Parties, or any right or entitlement of a Party or Parties as against the CDSP; or
- (b) provides for any right or entitlement of the CDSP as against any Party or Parties, or any duty, representation, warranty, indemnity or other obligation on the part of any Party or Parties in favour of the CDSP

the DSC gives effect to such provision by making it binding as between the Parties and the CDSP.

1.6 Further provisions

[*For example, to govern 'DSC subsidiary documents'*] – see diagram illustrating possible DSC structure]