

## UNC Workgroup 0565 Minutes

### Central Data Service Provider: General framework and obligations

### Tuesday 01 November 2016

#### 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 Ruffell	(CR)	RWE
Charles Wood	(CWo)	Dentons
Chris Warner	(CWa)	National Grid Distribution
Clare Cattle-Jones	(CCJ)	SSE
Colette Baldwin	(CB)	E.ON
David Mitchell	(DM)	Scotia Gas Networks
David Tennant	(DT)	Dentons
Gethyn Howard*	(GH)	Brookfield Utilities
Karen Visgarda (Secretary)	(KV)	Joint Office
Michael Walls*	(MW)	ES Pipelines
Mike Leonard*	(ML)	Ofgem
Richard Pomroy	(RP)	Wales & West Utilities
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/0565/011116>

The Workgroup Report was presented at the UNC Modification Panel on 04 November 2016.

#### 1.0 Introduction and FGO Framework

##### 1.1 Approval of minutes.

The minutes of 26 October 2016 were approved.

BF welcomed all to the meeting and explained the majority of the documents that were to be reviewed only had minor changes. CWo also reiterated that there were only a few slight amendments to the UNC and DSC documents and any changes had been 'marked up' accordingly.

#### 2.0 Consideration of Changes to Legal Text UNC and DSC

##### DSC Terms and Conditions

##### GT Section D – Annex D-2 0565

DT provided an overview of the document highlighting the changes and amendments/additions in the specific appropriate sections, as had been discussed in the meeting held on 26 October.

The additions or amendments in the required clauses are as listed below:-

##### 1. Defined Terms

##### 1.1 For the purposes of this Annex D-2:

**"Appointment Year"** means the period from 1 October in any year until and including 30 September in the following year;

## 2.2 Appointment

2.2.3. nominate one (1) individual as a candidate ("**Candidate**") for election as a representative of the relevant Class, in accordance with paragraph 2.2.4.

2.2.4. For each Shipper User Group and for each DSC Committee, the Nominating Shipper User shall submit to the Code Administrator:

(a) the name of the Candidate (if any) nominated by it (together with evidence of the Candidate's willingness to act as a representative) by no later than 21 July in Appointment Year Y-1; and

(b) at the same time, a declaration that either:

(i) the Nominating Shipper User is the only Shipper User in the relevant Shipper User Group; or

(ii) the Nominating Shipper User is authorised by all Shipper Users in the relevant Shipper User Group to act on their behalf for the purposes of this Annex D-2, and such declaration shall identify the names of all Shipper Users in the Shipper User Group;

and a Shipper User Group for which a submission is not made under this paragraph 2.2.4 shall not participate further in the appointment process for the relevant Appointment Year.

2.2.5. Following receipt of nominations under paragraph 2.2.4:

(a) the Code Administrator shall send to the CDSP the details of Shipper User Groups submitting a nomination pursuant to paragraph 2.2.4;

(b) the CDSP shall determine and notify to the Code Administrator the Class in which each Shipper User Group falls (in accordance with paragraph 2.1).

2.2.6. By no later than 31 July in Appointment Year Y-1 the Code Administrator shall:

(a) notify each Nominating Shipper User of:

(i) the Class in which the Nominating Shipper User's Shipper User Group falls;

(ii) the names of all Candidates nominated by Shipper User Groups in the relevant Class; and

(b) where the number of Candidates for a Class is greater than two (2):

(i) invite each of the Nominating Shipper Users in the relevant Class to vote for three (3) of the Candidates;

(ii) notify the Nominating Shipper Users of the date by which votes are to be submitted to the Code Administrator for the purposes of paragraph 2.2.8(d).

2.2.7 Where paragraph 2.2.6(b) applies in respect of a Class, each Nominating Shipper User in such Class shall vote, by written notice to the Code Administrator (in such form as the Code Administrator may require) submitted by no later than the date referred to in paragraph 2.2.6(b)(ii), for three (3) of the Candidates for the relevant Class.

2.2.8. For each DSC Committee, and for each Class of Shipper User Group, the Shipper User Representatives shall be appointed as follows (where **ANC** is the aggregate number of Candidates for such DSC Committee and Class):

(a) if ANC is zero (0), then paragraph 2.2.9 applies;

(b) if ANC is one (1), then the single Candidate will be appointed as a Shipper User Representative, and will hold two (2) votes as provided in GT Section D4.3.1;

(c) if ANC is two (2), then the two Candidates are appointed as the Shipper User Representatives; or

- (d) *if ANC is greater than two (2), then the two Candidates with the highest number of votes are appointed as the Shipper User Representatives.*

2.2.9. *Where this paragraph 2.2.9 applies in relation to a Class, the following applies for each other Class ("**Other Class**"):*

(a) *for each (if any) Other Class for which ANC is not less than three (3) the Candidate in such Other Class with the third (3rd) highest number of votes is appointed as an additional Shipper User Representative of that Other Class;*

(b) *for each Other Class for which ANC is less than three (3):*

(i) *where two (2) Shipper User Representatives have been appointed for such Other Class, one of such Shipper User Representatives will hold two (2) votes as provided for in GT Section D4.3.1, and the Code Administrator shall pick the relevant individual at random;*

(ii) *one (1) Shipper User Representative has been appointed, such Shipper User Representatives will hold three (3) votes as provided for in GT Section D4.3.1.*

2.2.10. *Where for the purposes of making an appointment under paragraphs 2.2.8(d) or 2.2.9(a) two (2) or more Candidates hold an equal number of votes ("**relevant**" Candidates) the Code Administrator shall notify Nominating Shipper Users in the relevant Class of the names of the relevant Candidates and invite each Nominating Shipper User to vote for one of the relevant Candidates (following which vote an appointment will be made in accordance with paragraph 2.2.8(d) or 2.2.9(a) or a further invitation made in accordance with this paragraph 2.2.10).*

### 3. Transporter Representatives

#### **3.1 NTS Representative**

3.1.1. *National Grid NTS shall appoint one (1) representative to each DSC Committee by notice to the Code Administrator.*

#### **3.2 DNO Representatives**

3.2.1. *The DN Operators collectively shall appoint three (3) representatives to each DSC Committee and shall authorise one DN Operator to notify the representatives to the Code Administrator by way of a notice signed by each of the DN Operators.*

#### **3.3 IGT Representatives**

3.3.1. *The Association of Independent Gas Transporters (**AI**GT) shall appoint two (2) representatives to each DSC Committee by notice to the Code Administrator.*

3.3.2. *In the event the AI*GT:

(a) *only appoint one (1) representative, then the individual nominated will be appointed as an IGT Representative, and will hold two (2) votes as provided in GT Section D4.3.1;*

(b) *appoint no representatives, National Grid NTS, and the DN Operators collectively, shall each appoint one (1) additional representative.*

### 5 Retirement and ceasing to be a representative

5.2. *Where a Shipper User Representative ceases to be employed or engaged by a Shipper User Group in the Class in respect of which the Shipper User Representative was appointed, the relevant Shipper User Representative shall be deemed to retire, and it shall be the responsibility of the relevant Shipper User Group to notify the Committee Secretary of the Shipper User Representative's effective date of retirement.*

DT then completed the overall review of the document.

### **GT Section D – Annex D-2 0565A and GT Section D – Annex D-2 0565B**

DT explained the only changes of relevance in these two documents, (which were different to the 0565 version), were in relation to the specific tailored Transporter voting processes, as were defined in the relevant Modification.

## **UNC – GT Section D**

DT explained that some slight changes and additions had been made to the document in relation to the appeals process, following the last discussion held in the meeting on 26 October 2016.

The specific sections are as listed below:-

DT stated that section (c) had now been added as detailed.

### **1.2.2. The DSC Objectives are:**

*(a) compliance with the requirements of the CDSP Licence Condition, including (without limitation):*

*(i) that the CDSP should provide services effectively to help facilitate the efficient and integrated operation of the gas industry; and*

*(ii) so far as concerns CDSP Charges, compliance with the charging methodology objective in paragraph 8(e) of the CDSP Licence Condition; and*

*(b) the objectives in paragraph 1 of Standard Special Condition A11 of Gas Transporter's Licences;*

*(c) [(without duplication of the objectives in paragraph (b)) facilitating effective competition between Parties or Parties of any class].*

DT then overviewed section 1.3.4. and drew attention to the alterations and changes in this section as below:-

### **1.3 CDSP Services**

*1.3.4 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), :*

*(a) the CDSP shall notify Core Customers of such question;*

*(b) at the request of any Transporter the CDSP and the Transporters will consult the Authority on such question;*

*(c) any Core Customer may send representations to the Transporters and the Authority in respect of 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.*

DT continued to 'step through' the document, highlighting sections as appropriate, where changes or amendments had been made.

### **3.7 Third Party and Additional Services Policy**

*3.7.1 The Third Party and Additional Services Policy shall set out the basis on which the CDSP may provide and may agree to provide Additional Customer Services and Third Party Services.*

*3.7.2 The Third Party and Additional Services Policy shall include:*

*(a) limits to the scope and amount of Third Party Services with a view to limiting risk and cost to Core Customers;*

*(b) principles governing the liability which the CDSP may accept in the provision of Third Party Services;*

*(c) the requirement to earn a margin (above an allocation of CDSP Costs) in the charges made for Third Party Services;*

*(d) the basis on which CDSP may agree to provide Additional Services.*

DT then moved on to the Voting Arrangements section and this area instigated a long and lengthy discussion specifically in relation to point 4.4.2, as detailed below:-

#### 4.3 Voting arrangements

*4.3.1 Each Committee Representative shall hold one (1) vote; provided that in the circumstances provided for in Annex D-2 a Shipper User Representative may hold two (2) or three (3) votes.*

*4.3.2 A decision of a DSC Committee shall be made:*

*(a) where the DSC or this Section D expressly so provides, by the vote of the Committee Representatives of a particular Customer Group; and Committee Representatives of a Customer Class not comprised in that Customer Group shall not vote on the relevant matter;*

*(b) except as provided in paragraph (a), by the vote of all Committee Representatives (a Full Vote).*

*and in relation to any matter to be decided by a DSC Committee, the "Voting Representatives" are the Committee Representatives who (pursuant to this paragraph 4.3.1) are to vote on the matter.*

*4.3.3 If (after considering the views of the CDSP) there is a bona fide difference of opinion within a DSC Committee as to the question whether a matter falls within paragraph 4.3.1(a), that question shall be decided under paragraph 4.3.1(b), but that decision is subject to appeal under paragraph 4.5.*

*4.3.4 Decisions of a DSC Committee shall be made:*

*(a) where expressly so provided in the DSC or this Section D, by the unanimous vote of the Voting Representatives who are present at the relevant meeting and who vote in respect of the matter to be decided (a "Unanimous Vote");*

*(b) except as provided in paragraph (a) by a simple majority of the votes of the Voting Representatives who are present at the relevant meeting and who vote in respect of the matter to be decided;*

*and accordingly where a Voting Representative is not present at the relevant meeting or abstains from voting in respect of a decision, such Voting Representative shall not be counted in determining whether a unanimous vote or (as the case may be) a simple majority of votes has been obtained.*

*4.3.5. Where on a vote conducted under paragraph 4.3.3(b), there is an equal number of votes in favour of and against the matter to be decided:*

*(a) no person shall exercise a casting vote;*

*(b) for the purposes of the provisions of paragraph 4.5 in respect of appeal of decisions, the DSC Committee shall be treated as having made a decision against the relevant matter.*

*4.3.6 It is expected that decisions of DSC Committees will generally be consensual; and the person chairing a meeting of a DSC Committee may, in respect of any matter to be decided, invite any Voting Representative who objects to indicate his or her objection, on the basis that (in the absence of any such objection) the matter shall be treated as decided (by a Unanimous Vote).*

A lengthy general discussion ensued concerning point 4.4.2. in relation to quoracy. SMC said the fact that a decision could not be made unless a meeting was quorate was unacceptable with regards to the Gemini processes as this was a restricted class change, and that there needed to be an exception as he did not want to see these changes being blocked due to quoracy issues, when the missing parties would not have a vote in the change.

He explained that the Gemini changes were made and actioned as and when required, and that these could not be delayed or postponed due to a lack of quoracy at any particular Committee meeting. He then said these changes were required in a very timely manner to ensure the system is kept whole – by and large these changes did not involve other parties or their systems. He said that the Restricted Class and Gemini changes should be excluded from this change process.

CW said that any changes to the legal text/modification(s) would entail a total re-write of all the Change Process documentation, as that would fundamentally change the overall scope of the change process and this would lead to an unacceptable delay in getting the modifications out to consultation.

CW said that there was no time for this kind of change and that as had been discussed previously in several meetings, and also proposed by Ofgem, that the industry had to accept the process and run with 'what they had', with any changes and tweaks should be addressed after at a later date.

RP proposed that if it was possible to have a separate process for Restricted Class parties via a short notice meeting, even if that meant that short notice meetings were called on a regular basis. SMC said that was not a solution either, as decisions regarding Gemini would have to be made prior to the Committee meetings. AMi explained that in the past 9 years there had only been one occasion when a Service Change had been required, and that in real terms, it was only the internal business rules in the system that got changed, which had no impact on the Gemini System at all.

CW reiterated that specific changes could be made after the modification had progressed, particularly as a modification was being raised to make changes for post Nexus and that he could not impress upon the Workgroup more strongly how any delay was not appropriate or possible at this late stage. SH proposed adding wording into the Workgroup Report to the 'flag' the concern regarding Gemini. BF also said there would be new Modifications raised for the Nexus Text, so there would be a future opportunity for changes to be made.

SMC said he was still unhappy about this decision and also questioned the purpose and remit of the Committee itself, as to what it was actually going to approve.

DT then continued to 'walk through' the remaining parts of the document drawing attention to any amendments or changes.

### **UNC Legal Text Changes due to 0565 0565A 0565B**

DT explained that some slight amendments had been made to the document concerning the TPD communications, Default, Credit Policy and Modification Rules sections, and he then completed the overview of these changes.

### **Terms and Conditions (changed marked)**

DT said only a few very minor changes had been made to the document. AL enquired about when the Licence Conditions would be available to view and ML confirmed these had been published on the Ofgem website on the Consultation Page on Friday 28 October 2016. DT then continued to overview the remaining sections of the document.

### **Service Description**

DT explained that the document still needed a little more work in relation to the Service Descriptions.

He overviewed the areas of specific interest and a lengthy discussion took place regarding point 3.3.1. as detailed below:-

#### **3.3 Explanation of Service Description Table**

*3.3.1. For each Service Line, the Service Description Table sets out (in separate columns) the following:*

*(a) Column A - GTACs/DSC Reference: is a unique reference for the Service;*

(b) *Column B – Service Requirement Description: a narrative description of the Service to be performed by the CDSP;*

(c) *Column C – Service Requirement Trigger: identifies or describes the event, the occurrence of which gives rise to the requirement the CDSP perform the Service (subject where relevant to the satisfaction of any Corresponding Customer Responsibilities);*

(d) *Column D – Service Requirement Output: is the action to be taken or communication to be given by the CDSP in performing the Service;*

(e) *Column E – Time for delivery of Service Requirement: is the time by which the CDSP must take the action or give the communication constituting the Service Requirement Output;*

(f) *Column F – How Service Requirement Delivered: identifies the means by which the CDSP delivers the Service Requirement Output;*

(g) *Column G – Corresponding UNC Requirement: identifies any provision of the UNC which is relevant to the performance of the Service;*

(h) *Column H – Other Requirement: identifies any other document which is relevant to the performance of the Service;*

(i) *Column I – Service Volume Constraint: where a Service is subject to a volume constraint, identifies or describes the nature of the constraint;*

(j) *Column J – Performance Standard: means a specific standard to which the CDSP must provide the Service;*

(k) *Column K – KPI Priority: the Service priority level, which identifies the priority of performance of the Service where overall performance of Services by the CDSP is constrained (priority level 1 having the greatest importance and priority level 4 having the least importance); and*

(l) *Column L – Corresponding Customer Responsibility: identifies, where relevant, an obligation on the Customer, the satisfaction of which is a pre-condition to the performance by the CDSP on the Service.;*

*and in respect of a Service Line for a Specific Service:*

(m) *Column M – Charging Measure: has the meaning given in the Budget and Charging Methodology;*

(n) *Column N – Charging Period: has the meaning given in the Budget and Charging Methodology.*

Both SH and CB questioned the rationale and process of defining the 'column' reference in the definition, particularly if there was amendment to the spreadsheet as this would require a modification, and asked if the all the columns had to be defined?, as they both felt that was going to be very restrictive. RP agreed with this statement and said that perhaps if the wording defining the columns were removed then this process would be easier to amend, if required in the future, the column description was the key factor in the definition. CWo agreed to re-word this section accordingly.

DT then explained that some further amendments and additions were needed to ensure this document 'linked' to the Service Description Table itself and vice versa.

AMi then provided a brief overview on screen, of the Service Description Table, explaining how the defined Service Lines and specific Services were interrelated, including how these were linked to the Code Service and Non Code Service areas. He also reiterated to the Workgroup that every specific Service would have to be ordered via the Contract Managers prior to go-live.

AMa was concerned that services may be interrupted if parties were unaware of this requirement. AMi advised that where a service was currently provided it would continue to be, however, some services require renewing or if they were a new service to a particular party then the service would need to be requested.

AL asked when would this information would be available on line so that the Contract Managers could familiarise themselves with this information. AMi said he could not yet give an exact date and that this information was forming part of the overall Engagement Process, which was still being worked on presently.

### **Budget and Charging Methodology**

CWo moved through the document drawing attention to the specific areas of interest including the Charge Base Apportionment Table.

A general discussion took place in relation to the 15% clause in 4.8 (b) (ii) and CWo confirmed this was nothing to do with material change and he explained the process of the forecast, and stated that if more than 15% was required in a year, then this would be re-calculated. CWo then continued to overview the rest of the document.

#### **4.8 Budget Amendment**

*4.8.1 This paragraph [4.8] applies if at any time following the finalisation of the CDSP Budget for the Charging Year:*

*(a) it appears to the CDSP that:*

- (i) it will, during the Charging Year, incur Costs which were not included in the CDSP Budget;*
- (ii) as a result, it will or is likely at any time within the CDSP Year to be unable to pay its Costs as they fall due for payment (financial deficit); and*
- (iii) it is not feasible to resolve the financial deficit by rescheduling activities so as to defer or avoid the incidence of Costs without failing or risking failure to meet any of its obligations or responsibilities under the DSC or any TPS Agreement; or*

*(b) it appears to the CDSP that:*

- (i) it will not incur Costs during the Charging Year which were included in the CDSP Budget; and*
- (ii) the amount of such Costs (in aggregate, and net of any increase in other Costs) exceeds £[ ] million 15% of the total Costs in the CDSP Budget (or such other threshold as the Committee may agree).*

### **Credit Policy**

DT overviewed the Credit Policy document drawing attention to any slight amendments or changes as appropriate. AMa wanted to know how the Credit Cover Rating was calculated? AMi said this was currently being worked on and he did not yet have a date as to when this was would be completed.

### **Change Management Procedures**

CWo overviewed the changes in the document and the associated additions. AL proposed various amendments and changes, which were noted by CWo, who said these would be actioned or amended as required. CWo then completed the overview of the document.



## **Change Management Arrangements**

CWo provided an overview of the changes and amendments drawing attention to the section as below:-

### **2.5 Information Security**

*2.5.7. Unless the Committee decides otherwise in a particular case, the Information Security Arrangements (and the audit thereof under paragraph 3.5.1) shall operate as sufficient evidence of compliance for the purposes of Clause 8.1(e) of the DSC Terms and Conditions.*

A general discussion took place surrounding the area of Data Protection and what would be the process if a breach situation involving Xoserve occurred, together with the process for undertaking individual audits. CWo confirmed he would speak further to Sarah Gull, Xoserve about this area and potentially re-word this clause slightly.

### **Third Party Additional Services Policy**

CWo said the majority of this document remained un-changed.

### **Transitional Arrangements**

CWo overviewed some minor amendments and additions within the document, drawing attention to certain sections.

## **3.0 Legal Text Commentary**

DT confirmed that the Legal Text Commentary would be available on Thursday 03 November 2016 for viewing.

## **4.0 Finalise Workgroup Report**

BF explained that he had now updated the Workgroup Report to encompass all the 3 modifications and that he had colour coded the relevant sections of the report where a particular modification was different to the others to aid clarity. He then overviewed the content of the modification section by section, and sought the Workgroups opinions on the wording and the context.

A general discussion took place surrounding the Transition Rules and the three different Voting Processes. BF said he would re-word some of the sections, inline with the discussions that had taken place.

SH wanted to discuss the document she had submitted with suggested comments for inclusion in the Workgroup Report in relation to the appropriateness of Modification 0565B. After a brief discussion, it was agreed that those comments and the document content, would be used to form part of the representation for the Consultation process instead.

## **5.0 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 14 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 14 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 14 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 14 November 2016 meeting. **Carried forward.**

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

**Update:** Deferred until 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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.

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**Update:** Deferred until 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 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 14 November 2016. **Carried forward.**

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

**Update:** Deferred until 14 November 2016 **Carried forward/Closed.**

## 6.0 Next Steps

BF confirmed the next meeting was on 14 November 2016 at Dentons Offices in London and that there would be a 'Question and Answer' session, which would be take place as part of the other agenda items.

## 7.0 Any Other Business

No other business was discussed.

## 8.0 Diary Planning

Further details of planned meetings are available at: [www.gasgovernance.co.uk/Diary](http://www.gasgovernance.co.uk/Diary)

Time/Date	Venue	Workgroup Programme
10.00 Monday 14 November 2016	Dentons, Dentons, One Fleet Place, London EC4M 7RA	FGO Workgroup <ul style="list-style-type: none"> <li>• Questions and Answer session</li> <li>• Review of any outstanding actions</li> </ul> Pre Modification discussion post Nexus FGO

### Workgroup 0565 (as at 01 November 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 (Due 14 Nov 16)
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 (Due 14 Nov 16)
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 (Due 14 Nov 16)
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 (Due 14 Nov 16)
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 (Due 14 Nov 16)

<b>0565/1001</b>	03/10/16	2.0	Xoserve (MC) to publish the DSC Credit Rules by close of play on Friday 14 October 2016.	Xoserve (MC)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1002</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1003</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1004</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1005</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1006</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1007</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1008</b>	14/10/16	2.0	National Grid Distribution (CWA) to clarify relationship between UNCC and DESC and how their budget is set.	National Grid Distribution (CWA)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1009</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1010</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1011</b>	17/10/16	3.0	National Grid Distribution (CWA) and	National	<b>Carried</b>

			Xoserve (SG) to look at the categories of data and clarify the position of IPR and licencing.	Grid Distribution (CWa) & Xoserve (SG)	<b>forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1012</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1013</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1014</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1015</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1016</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1017</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1018</b>	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)	<b>Carried forward</b> <i>(Due 14 Nov 16)</i>
<b>0565/1019</b>	18/10/16	3.0	National Grid Distribution (CWa/CWo) to meet with SG/CP discuss suitable wording	National Grid	<b>Carried forward</b>

			for sections 3.2.4 and 3.5.2 of the DSC Transitional Arrangements Document.	Distribution (CWA/CWo)	<b>(Due 14 Nov 16)</b>
<b>0565/1020</b>	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)	<b>Carried forward (Due 14 Nov 16)</b>
<b>0565/1021</b>	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)	<b>Carried forward (Due 14 Nov 16)</b>
<b>0565/1022</b>	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)	<b>Carried forward (Due 14 Nov 16)</b>
<b>0565/1023</b>	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)	<b>Carried forward (Due 14 Nov 16)</b>
<b>0565/1024</b>	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)	<b>Carried forward (Due 14 Nov 16)</b>
<b>0565/1025</b>	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	<b>Carried forward (Due 14 Nov 16)</b>