

**UNC Workgroup 0565 Minutes**  
**Central Data Service Provider: General framework and obligations**  
**Monday 17 October 2016**  
**Dentons, One Fleet Place, London EC4M 7RA**

**Attendees**

Andrew Jones	(AJ)	KPMG
Andrew Margan	(AMa)	British Gas
Andy Miller	(AMi)	Xoserve
Angela Love	(AL)	ScottishPower
Azeem Khan	(AK)	RWE npower
Bob Fletcher (Chair)	(BF)	Joint Office
Caroline Powell	(CP)	British Gas
Charles Ruffell	(CRu)	RWE
Charles Robson	(CRo)	Bond Dickenson
Charles Wood	(CWo)	Dentons
Chris Warner	(CWa)	National Grid Distribution
Clare Cattle-Jones	(CCJ)	SSE
Colette Baldwin	(CBa)	E.ON
Colin Blair	(CBI)	ScottishPower
David Mitchell	(DM)	Scotia Gas Networks
David Tennant	(DT)	Dentons
David Turpin	(DTu)	Xoserve
Gavin Anderson*	(GA)	EDF Energy
Gethyn Howard	(GH)	Brookfield Utilities
Jeremy Guard	(JG)	First Utility
Karen Visgarda (Secretary)	(KV)	Joint Office
Mark Cockayne	(MC)	Xoserve
Michael Walls*	(MW)	ES Pipelines
Mike Leonard*	(ML)	Ofgem
Milly Nyeko	(MN)	Ofgem
Rebecca Anderson	(RA)	Dentons
Richard Pomroy	(RP)	Wales & West Utilities
Sarah Gull	(SG)	Xoserve
Sean McGoldrick	(SMc)	National Grid NTS
Shanna Key	(SK)	Northern Gas Networks
Stuart Kelly	(SK)	ScottishPower

\*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 during November 2016.

**1.0 Introduction and FGO Framework**

BF welcomed all to the meeting and explained that no minutes would be approved during the meeting and that all the actions had subsequently been carried forward to the meeting to be held on 26 October 2016 at Elexon in London.

CWo introduced the documents that were to be overviewed in line with the agenda, asking attendees to note the versions presented were the same as those published for discussion, however they did include additional text to clarify references etc. although without changing the overall intent of the agreements.

## 2.0 Framework Agreement

The *DSC Agreement* document was explained by DT, and he said that the style was very similar to the UNC and that most parties were already very familiar with this content as there had been a number of iterations. He then moved on to overview the document and explained the agreement would need to be signed by all parties prior to the FGO 'Go Live' on 01 April 2017 and that a timeline and plan was being established to ensure all was in place to achieve this aim.

In relation to Point 4.2 as detailed below, CRo requested more clarification regarding hierarchy, obligations and liabilities between customers and how the different agreements interact. DT agreed to provide more scene setting information in the text preamble.

### 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.*

CWo said that this followed the framework agreement and that it did not override the UNC, although it worked in a similar way as the UNC, CRo still wanted a further investigation to be carried out in regards to the hierarchy aspect, specifically regarding the liabilities amongst the parties, as he felt that this wording needed to be amended. CWo reiterated his earlier comments, saying that this agreement was not trying to achieve a position that was different from the UNC and the rules that governed the parties to all of the agreements and Xoserve, however he would look to clarify the position. He then confirmed any changes or amendments would be discussed in the following two meetings.

A general discussion then took place in relation to the *Severance* point as detailed below.

### 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.*

CP wanted to know what the thinking was behind this point and the logic in reference to the boiler plate, as it was spread around a number of related sections where it would be useful to be in one place. SG explained that Xoserve were still working on this section from the boiler plate aspect. CP said that from a legal perspective there should also be a governing clause, and not just the severance clause. CWo said he thought that this was not necessary, as the governing aspect worked from the governing law of the Terms and Conditions and to change it would subsequently, create inconsistent issues, as the aim was to target the relative obligations and boiler plate to sections where it would be effective.

CWo then continued to overview the remaining sections in the document.

## 3.0 Data Services Contract (DSC) Terms and Conditions

RA explained that this document was positioned under the DSC Agreement and that it set out all the boiler plate terms based on the papers discussed previously, and that it contained language and definitions from both the ASA and UNC Terms and Conditions.

AL wanted to know whether Scottish Bank Holidays had been taken into consideration and both RA and AMi confirmed this to be the case and also stated that the days in the DSC were classed as Business Days and not Gas Days.

RA continued to 'step through' the document providing clarification on specific points where needed.

In relation to point 3 Key Provisions and point 3.5, as detailed below, a lengthy general discussion took place.

### **3 Key Provisions**

**3.5 Each CDSP-Related Provision of the Uniform Network Code is given effect and made binding as between the CDSP and the Customers as if the CDSP-Related Provision were incorporated into the DSC. In the event of any conflict or inconsistency between any CDSP-Related Provision and any provision contained in the DSC, the CDSP-Related Provision shall take precedence.**

In relation to point 3.5. CRo wanted to know from a non Shareholder Customer perspective what contractual comfort would there be regarding the DSC providing a standard of performance that was maintained at a satisfactory level by the CDSP, coupled with the limitations of the liabilities and payment options – where was the incentive to perform. CWo said there would be no distinction between Shareholders and other Customers, as the Board would not be controlled by the Shareholders, as this was a mutual approach with all “economic owners” being at risk by a failure of the CDSP to meet its obligations.

CRo then asked in relation to contractual rights of the DSC, what levers would be available to Customers if they were dissatisfied with the level of performance, if these were not what they should be. CWo said this area was covered in another section of the overall Contract Management documents, but he reiterated that Xoserve had no profit motive and it could not make losses. However, parties could use the performance assurance regime or modification process to amend standards of service or KPIs.

CP requested further clarification on what measures were in place to stop the Articles from being changed or altered, together with the premise of 'not for profit' aspect that should be confirmed in relation to the Shareholders. SG explained this area was covered within the GTD and they were being further developed in readiness for 'Go Live". CBa wanted to know how would parties know if the Articles had been changed? CWo said that the Shareholders would not exercise such control without other industry bodies being involved such as the regulator and asked Xoserve what was the latest status on this area. SG advised that there was non UNC workgroup looking at this area related to the current contract management group. A general discussion then took place in relation to who would be in attendance at the meetings and it was noted that no Shippers would be involved, hence the original question raised by CBa, as it would be a closed Workgroup meeting. SG said she would investigate this matter further and provide an update as to those who could attend.

RA then moved on to Point 4. *Accession*, where a general discussion took place regarding costs and CWo agreed to re-look at the wording in this section to provide clarity.

RA then continued to overview the document and provided specific explanations to certain points when asked.

### **5 Invoicing and Payment**

In relation to point 5. *Invoicing and Payment, point. 5.4.* as detailed below, CBa expressed concern over the amount of the administration charge of £500.00, as she thought this was excessive, especially as the charge within the UNC was only £40.00. RA explained this charge came from the ASA documentation, hence why it had been used in this context, as detailed below:-

**5.4 If a Customer fails to pay any sum by the due date for payment in accordance with the DSC:**

*(a) the Customer shall pay interest to the CDSP on that sum (before as well as after judgment) at the prevailing rate of statutory interest (as defined in the Late Payment of Commercial Debts (Interest) Act 1998) on the day the payment became due, that interest to be calculated on a daily basis from the date upon which such sum became due, to be compounded with monthly rests and to be payable on demand provided that the interest referred to in this Clause 00 shall be treated as a contractual remedy and not as statutory interest;*

*(b) the Customer shall in addition pay the CDSP in respect of the sum in question an administration charge of five hundred pounds sterling (£500); and*

*(c) provisions of the Credit Policy in connection with a Customer failure to pay a sum due to the CDSP by the due date for payment.*

Following a lengthy discussion it was agreed that MC and SG would review this amount to see if it could be reduced to a more meaningful value compared to the actual cost incurred to chase payments.

**New Action 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.**

RA then continued to move through the changes in the document, a general discussion then ensued in relation to Point 5.3. *Each Customer shall notify the CDSP within seven (7) Business Days after receipt of an invoice that it disputes the invoice or if it considers that any part of the invoice is incorrect. Notwithstanding that it disputes the invoice, the Customer concerned shall (except in the case of manifest error) in any event pay the amount of such invoice in accordance with this Clause and the disputed portion of the invoice shall be referred for resolution in accordance with the applicable provisions of the Contract Management Arrangements. Where, upon the resolution of the dispute, it is agreed or determined that any amount or part of any disputed portion of an invoice should not have been paid, the CDSP shall include adjustments (together with interest at a rate of [ ]% above the base rate of [ ] as accrued on a daily basis on such adjustments from the date on which payment was made) necessary to reflect the disputed amount agreed or determined to be due to the Customer in the next invoice submitted by the CDSP following resolution of that dispute, or as otherwise agreed between CDSP and the Customer concerned.*

AMa and JG questioned the 7 days notice period for errors, and asked if an error or invoice dispute could be notified after that 7 day period. A general discussion took place and it was agreed that Xoserve would investigate this period together with the length of time a dispute could be raised after the time window.

**New Action 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.**

RA moved on to Point 7. *Intellectual Property Right*, AL wanted to know who owned the IPR system from a UK Link perspective. SG said that the CDSP would have the intellectual property rights to a degree, however systems/software was usually licenced by the owners of the original IPR. AL said that this did not seem very clear from the wording as detailed in this point, SG said it was very clear in the specific area of the DSC documentation. RA said she would also check the wording from the Data Provisions list too, to possibly re-word some of this section.

In relation to point 7.5 *Grant of licence to CDSP*, CP asked regarding a sub-licence, what would be the situation of how the data was used, in both the ownership and the licence aspect. CWo overviewed the scope of activity and the licence agreement, saying that the 3<sup>rd</sup> Parties would not be known, but the contract would be known. Following a lengthy general discussion, it was agreed that this area would be investigated alongside the list of Definitions.

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

RA then overviewed Point 8. *Data Security and Protection*. In relation to this point a general discussion took place regarding the data protection of personal data and how that would be addressed. RA said where possible this area had been 'future proofed' in readiness for the new law from May 2017. CRo wanted to know if this had also been 'future proofed' regarding Article 28.3 under the Data Protection legislation regarding personal data. It was agreed this subject would be further investigated and discussed.

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

CP also requested that there should be an injunction clause added into this section also. RA said she would investigate including an injunction clause.

**New Action 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.**

RA then continued to move through the document, in relation to Point 10. *Warranties*, a general discussion took place and GA stated that in point 10.1, there was previously a section that made reference to any material supplied by the CDSP must be complete and accurate and he said that now this type of wording was no longer included. CWo said that this was no longer relevant in the context of warranties as generally the CDSP was provided with data and it then provided this data back to parties, therefore it was not in a position to offer warranties. RA agreed she would re-look at the overall wording of this section specifically regarding the 'legal requirements' and the future proofing of the definitions.

RA then drew attention to Point 11. *Data Services* and said this specific point was at a high level. A very lengthy discussion then ensued regarding this point both from a liability and responsibility for financial claims perspective and the interaction of the Performance Assurance Committee. It was agreed that this section needed more clarity and detail.

**New Action 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.**

RA moved on Point 12. *Liability* and both CP and CRo said they wanted further clarification from an indemnity, liability and default aspect, as they felt this scope needed more detail with specific wording to explain this section fully. It was agreed that CWo would re-look at the wording accordingly.

**New Action 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.**

RA continued to overview the remaining sections and points of the document drawing attention to specifics, as and when necessary in relation to any amendments or recent changes.

#### 4.0 Credit Policy

DT explained the changes and amendments that been made within the document and overviewed the relevant sections accordingly, drawing attention to areas or points of interest.

RP asked when the Credit Rules would be available to view and MC explained that a 'draft' version had been produced and work was still continuing, however he said he was hopeful to be able to share a more refined version soon. DT also said that the Credit Policy and the Credit Rules documents would need to be cross-referenced against each other.

DT then continued to overview the rest of the document and noted proposed wording changes and slight amendments as discussed.

## 5.0 Contract Management

CWo explained there had been slight word changes and amendments in certain sections and high-lighted these as he overviewed the various sections.

In relation to Point 2.2 *Performance Monitoring*, CBa said that there did not appear to be any specific management actions for the Committee in relation to KPI's and how these could be amended or changed. AMi said that this would be encompassed in the Change Process and that the report would be presented to the Contract Committee and that any changes would be addressed via the formal Change Process.

Within section 2.4 *Business Continuity*, Point 2.4.6. *The CDSP shall exercise the Business Continuity Plan annually to demonstrate its compliance and effectiveness*. AMa wanted to know how this was going to be reported and if this was to be presented to the Committee. He also wanted to know over what frequency this reporting would be produced, as he felt quarterly would be more appropriate from a compliance perspective. SG said she would check what was the current frequency of the reporting and provide confirmation.

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

CWo continued to 'step through' the document and a general discussion took place concerning Point 4. *Contract Management Committee. 4.1.5. If the CDSP considers that any matter before the Committee for decision would be likely to result in the need for a Budget Amendment:*

- (a) the CDSP shall so inform the Committee before the Committee considers the matter; and*
- (b) the Committee shall not decide in favour of such matter until and unless the Budget Amendment has been made in accordance with the requirements in the Budget and Charging Methodology.*

AMa sought clarity regarding the current UK Link auditing process and how this would be carried across into the DSC. DTu explained the process that Xoserve followed in relation to audits although he was unsure if the audit reports would be made available at this time.

Following on from this topic, SK wanted to know in point 4.1.5 (a) what was the time frame and how long before/after the audit would this information be circulated. CWo said that parties would be made aware in advance, both AMa and SK said that this time period should be stated, or words to that effect be included. SG said she would include the words, 'as soon as reasonably practicable' into section 4.1.5 in relation to 'reasonable notice'.

### **New Action 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.**

CWo then completed the overview of the rest of the document.

## 6.0 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 26 October 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 26 October 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 26 October 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 26 October 2016 meeting. **Carried forward.**

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

**Update:** Deferred until 26 October 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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **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 26 October 2016. **Carried forward.**

## 7.0 Next Steps

BF stated that at the next meeting on 26 October, the documents should be as good as completed, noting that some might be in 'mark up' mode. He reiterated the fact that the Workgroup needed to be produced and subsequently completed at the meeting on 01 November in readiness for the Panel in November.

## 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 Wednesday 26 October 2016	Elexon, 4 <sup>th</sup> Floor, 350 Euston Road, London NW1 3AW	FGO Workgroup and Workgroup 0565 <ul style="list-style-type: none"> <li>Finalise Workgroup Report</li> </ul>
10:00 Tuesday	Elexon, 4 <sup>th</sup> Floor, 350	FGO Workgroup and Workgroup 0565

01 November 2016	Euston Road, London NW1 3AW	<ul style="list-style-type: none"> <li>Finalise Workgroup Report</li> </ul>
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### Workgroup 0565 (as at 17 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)	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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)	<b>Carried forward</b> <i>(Due 26 Oct 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	National Grid Distribution	<b>Carried forward</b> <i>(Due 26 Oct 16)</i>



			clear identification of responsibility.	(CWA)	
<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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 16)</i>
<b>0565/1011</b>	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)	<b>Carried forward</b> <i>(Due 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 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 26 Oct 16)</i>