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Sent: Monday, June 17, 2024 12:16 PM
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Cc: Lawrence Jones <lawrence.jones@elexon.co.uk>; Jenny Sarsfield <Jenny.Sarsfield@elexon.co.uk>
Subject: BSC consultation

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Hi Carly

I hope you're well.

You mentioned at the last FSO CCWG that you were happy to receive feedback outside the main consultation on the Code drafting. Apologies for the late response (and I'm happy to feedback via a consultation response if that would be helpful) but I did just want to double check on a couple of aspects of the national security direction wording (which we discussed previously):

- Regarding the wording suspending the NETSO's obligations under "any contracts made under the Code", which we discussed previously, I completely understand why you want to have uniform wording under all of the industry codes, but I'm still not sure what this is referring to so if it's possible to get some guidance at some point (even if that is how the wording was intended to work under other codes so we can then get a sense of how it may work under the BSC, or whether the text is redundant for BSC purposes and is just there for consistency reasons).
- Regarding the following new wording: ""The NETSO may also withdraw from any contractual obligations made under this code in order to comply with a national security direction." I had a couple of queries in relation to this:
 - o Similar to the above, I wasn't 100% sure what contractual obligations this is referring to? The consultation document suggests this should be read as a reference to the code itself, so the text could just be read as "withdraw from any Code obligations...". Is that the right way to read it?
 - o I wasn't sure how this differed from the wording that suspends the NETSO's obligations under the Code. The new wording seems to give some additional rights to the NETSO to permanently withdraw from Code obligations, but I wasn't entirely sure how to differentiate the two provisions

Again, if we can get some guidance on these points it would be really helpful.

Thanks

Nick

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