

**Standard Special Condition A12. Joint Office Governance Arrangements.**

1. The licensee shall:
  - (a) together with the other relevant gas transporters, establish, operate and develop arrangements (joint governance arrangements) for:
    - (i) the administration of the network code modification procedures;
    - (ii) giving effect to the provisions of Standard Special Condition A4 (Charging – General) and Standard Special Condition A5 (Obligations as Regard Charging Methodology) relating to the administering of the coordination of the modification of the licensee’s and the other relevant gas transporters’ respective charges or reserve prices or charging methodologies (as the case may be);
    - (iii) the administration of such matters as are provided for in the uniform network code to be implemented by the relevant gas transporters on a common, joint or coordinated basis, consistent with the provisions of Standard Special Condition A15 (Agency);
    - (iv) so far as is consistent with sub-paragraphs (i) to (iii), the promotion of efficiency in the implementation and administration of the network code and/or uniform network code; and
    - (v) such other matters as they may decide;
  - (b) enter into an agreement (JGA agreement) with the other relevant gas transporters, providing for the establishment and operation of the joint governance arrangements;
  - (c) provide or cause to be provided to the Authority a copy of the JGA agreement and each amendment thereof; and
  - (d) publish a copy of the JGA agreement as modified from time to time.

2. The joint governance arrangements shall, without limitation, be such as are calculated, consistent with the [efficient] discharge of each relevant gas transporter's obligations under the Act and its respective licence:
  - (a) to ensure compliance with the network code modification procedures;
  - (b) so far as consistent with sub-paragraph (a), to promote efficiency in the administration of the network code modification procedures and the other matters subject to the JGA agreement ; and
  - (c) to avoid undue discrimination or preference as between the relevant gas transporters.
3. The licensee shall submit, or cause to be submitted, any proposed amendment to the JGA agreement to the Authority and shall not make or permit any amendment to the JGA agreement until the expiry of 90 days from the date on which the Authority receives the proposed amendment unless prior to such date the Authority either:
  - (a) consents to the licensee making or permitting the amendment on an earlier date, or
  - (b) directs the licensee in writing not to make or permit the amendment.
4. In relation condition A11 (Uniform Network Code and Network Code) of this licence, the licensee shall comply directly or shall procure compliance via the joint governance arrangements, with the requirements in:
  - (a) paragraph 5 of A11 (Network Code and Uniform Network Code) to furnish to the Authority a copy of the uniform network code,
  - (b) paragraph 12 of A11 (Network Code and Uniform Network Code)to furnish to the Authority a copy of any modification made
  - (c) paragraph 13 of A11 (Network Code and Uniform Network Code)to propose a modification,

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- (d) paragraph 14(a) of A11 (Network Code and Uniform Network Code) to give notice to the Authority
- (e) paragraph 14(b) of A11 (Network Code and Uniform Network Code) to comply with a direction to make a modification
- (f) paragraph 15 of A11 (Network Code and Uniform Network Code) to make a modification; and
- (g) paragraph 16 of A11 (Network Code and Uniform Network Code) to prepare and publish a summary, and to send a copy

and shall be deemed to have complied if in respect of each obligation such a copy is provided by it or on its behalf via the joint governance arrangements.

5. For the avoidance of doubt, nothing in this condition shall amount to a waiver or in any way prevent the Authority being able to take enforcement action against the licensee individually or against the licensee together with other licensees in the event of a breach of this licence condition or any part thereof in relation to any obligation, the discharge of which the licensee may be able to procure through the JGA agreement.