

UNC Response File (ASA)							
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to ASA
UU525	ASA	Clause	8.5		Where the service provider has been found to have overcharged then the amount refunded should include interest at the prevailing bank rate, in line with normal commercial practice.	Agreed; changes will be made to include the provision of interest payments where a dispute is upheld	Drafting amended accordingly
UU532	ASA	Clause	17		The network operator may also need to release certain data, for example regarding the agent's financial performance, to its shareholders. This should also be permitted.	Agreed; provision have been included in the contract to cover the release of information to the receiving parties staff, agents, sub contractors and shareholders in-accordance with certain provisions	Drafting amended accordingly
G011	ASA	Clause	5.1 and Schedules 1 and 9 and 10		5.1 requires all changes to be progressed via the Change Control Procedure in Schedule 10. This includes changes to the provisions of the agreement itself which is supported by para 2.2.(a) of Schedule 9. However Schedule 10 is written from the perspective of Network Operators requesting a change and may not work for changes raised by the Service Provider. Also, it is unclear how the cost of Service Provider changes will be dealt with. Interestingly the definition of "Change" in Schedule 1 is limited to the Services and Performance Indicators, i.e. excluding the Agreement itself.	Change does not include the provisions of the agreement; it is limited to the Services and performance. Change to the provisions (Terms and Conditions) would be a shareholder / board decision. 'Sch 10 1.1 Any party may at any time request a change' This provides for the service provider requesting a change. Service provider change to the extent it is approved by the Network Operators representative would be charged in the same way as any other change under the contract	No change.
SSE233	ASA	Clause	8.9		We note that the late payment interest rate is higher than we have seen in the other documents. We would prefer a rate of say 2% above the base rate of [named bank]. We also believe that the £500 payment is arbitrary and should be linked to actual costs of administration.	The contract provides for the service provider to notify the Network operator of changes to key personnel; it is at this stage that the appropriate handover arrangements would be discussed; the provision in 10.4 enables the Network operator to insist on at least one week's handover activity if the arrangements planned by the service provider do not seem adequate.	No change

							Business Owner	
	Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to ASA
	SSE234	ASA	Clause	10.4		We assume that the Agency would carry out a handover of at least a week where there is a change of personnel in Key Positions in any event - we would therefore suggest the deletion of the words "if requested by any Network Operator".	The contract provides for the service provider to notify the Network operator of changes to key personnel; it is at this stage that the appropriate handover arrangements would be discussed; the provision in 10.4 enables the Network operator to insist on at least one week's handover activity if the arrangements planned by the service provider do not seem adequate.	No change.
	UU527	ASA	Clause	12.1		Given the importance these services to a Network Operators business it is essential that as a minimum the service provider is contractually committed: · to identify causes of persistent failure and the extent to which the Network Operator or another party may have contributed to that failure; · to take whatever action is reasonably necessary to minimise the impact of such persistent failure and prevent it from recurring; and · to correct the failure immediately or, where this can not be done, put forward a rectification programme setting out the measures the service provider will adopt to remedy the failure and the associated timetable.	Agreed; additional drafting setting out the requirement for the service provider to discuss with the Contract Managers how performance is to be rectified.	Drafting amended accordingly
	UU528	ASA	Clause	15.2		Each network operator is only able to provide this licence in respect of its own data. The drafting should be amended to reflect this.	The definition of Data is contained to that provided by the Network Operator or its User. As such the licensing requirement is limited to the data relating to each Network Operator.	No change.
	SSE235	ASA	Clause	15.3		The licence provided under this clause should be royalty-free.	This is provided for in that charges for the provision of services are covered by the pricing statement. The cost of providing systems and licensing these to Network Operators forms part of the costs base for the services defined in the contract. Any additional service or use of systems may attract appropriate charges	No change.
	UU529	ASA	Clause	15.6		This clause should stipulate that the IPR is held on trust on behalf of all network operators.	Changes have been applied to the contract to make it clear that Transco will hold the IPR and make this available to a new service provider under any replacement agreement entered into by the Network operators	Drafting amended accordingly
	UU530	ASA	Clause	16.1		The Agent's security policy should be required to incorporate the UK Link Security policy as the transporters undertake to implement this under the UNC clause 1.8.1.	The systems are provided in accordance with the UK-Link manual and as such include the UK-Link security policy (see Schedule 2 Part 3 & 4)	No change.

							Business Owner	
	Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to ASA
	UU531	ASA	Clause	17		The network operator should be permitted to release information to its duly appointed agent. This is essential to our business model.	Agreed, provision has been included in the contract to cover the release of information to the receiving parties' staff, agents, sub contractors and shareholders in accordance with certain provisions	Drafting amended accordingly
	SSE231	ASA	Clause	23.3		We do not know what the Termination Payments could include or how much they are likely to be. The drafting should allow for the possibility of payments going in both directions in case there is any reimbursement of charges or costs due to the Network Operator.	Termination payments are not related to the charges made under the contract for delivery of service. These payments are intended to protect the remaining parties from costs incurred by the service provider in enabling the exit of one or more parties to the agreement	No change.
	UU533	ASA	Clause	26.3		There are too many potential steps in the escalation process. We believe it is appropriate for any dispute to be referred straight to the JGA committee.	Agreed; the drafting is to be changed to reflect the referral to the committee where the contract managers cannot agree.	Drafting amended accordingly
	SSE236	ASA	Clause	26.4		The dispute procedure is not consistent with the procedure in the JGAA. The dispute between Network Operators should go from the Contract Managers to the JO Committee and then to directors for resolution otherwise it is going to directors, then to the committee and then back to the directors (under the JGAA terms).	Agreed, the drafting is to be changed to reflect the referral to the committee where the contract managers cannot agree.	Drafting amended accordingly
	UU526	ASA	Clause	9.6		A proviso should be added that this only applies to matters where the Network Operators representative has been given specific authority under Part 7 of this agreement. Where there are multiple representatives, for example, then they do not have authority in relation to all matters.	The provision provides authorisation for the Network Operators representative to act on behalf of the Network, this is set in terms of scope and authority by the actions of the Network operators under part 7.	No change.
	SSE238	ASA	Schedule 2	1F-6		Should the section reference be H1.8.1(d) and not (iv)?	Agreed; reference to be changed to H1.8.1 (d)	Drafting amended accordingly
	SSE239	ASA	Schedule 2	1F-9		Please check the output date of 15th August - should it be 14th ?	Agreed; reference to be changed to 14th of August	Drafting amended accordingly
	SSE237	ASA	Schedule 2			Please check for references to Section S4.8 (eg in 1A25 and 28) as it does not appear to exist.	The reference should be S4.7 and will be amended	Drafting amended accordingly
	SSE240	ASA	Schedule 6	4.9 & 4.11		Reference to Standards of Service liability and Standards of liability should be "UNC Liabilities"	Standards of Service is a UNC defined term	No change.
	G012	ASA	Schedule 7	1.2		The Service Provider is permitted to uplift its costs by a 6% profit margin. This is generous when set against the more common RPI – x% arrangements enjoyed by the Network Operators and by Ofgem. Such an arrangement is unlikely to act as an incentive to drive down costs or for the introduction of efficiencies	The RPI-x arrangements, set as part of the Regulatory framework, do not extend to setting the profit margin earned by commercial service providers. However, under the proposed regulatory arrangements for the appointment of a common Agency there are provisions to ensure transparency of cost apportionment between GTs and that the Agency charges are provided on an Activity cost Basis.	No change.

							Business Owner	
	Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to ASA
	SSE241	ASA	Schedule 8	4.3		Delete the words "85%" and replace with "the levels set out in"	The basis of the agreement is to reference appropriate UNC rules and where these rules change, assess the impact of change on the service provision. Without this cross reference to provisions within UNC, it could change without appropriate assessment of the required changes under this agreement.	No change.
	SSE232	ASA	Schedule 8	11.2		We do not see why this is necessary. If the Agency is calculating the interest on an invoice, it should find out the relevant interest rate itself rather than have each Network Operator sending through the information. An additional service line might be required to cater for this?	Agreed; the clause will be removed	Drafting amended accordingly
	MGN056	ASA	Schedule 8	11.2		Remove, this function can be preformed by Agency	Agreed; the clause will be removed	Drafting amended accordingly
	UU534	ASA	Schedule 8	4.3		The relevant code indebtedness threshold is determined under the UNC therefore the precise level should not be stipulated under this agreement. The drafting should read: "exceeds the appropriate threshold, in accordance with v3.3.2".	The basis of the agreement is to reference appropriate UNC rules and where these rules change, assess the impact of change on the service provision. Without this cross reference to provisions within UNC, it could change without appropriate assessment of the impact	No change.
	UU535	ASA	Schedule 8	6.2		It is not appropriate to specify under c, d and e that this equipment should be operated by Transco Metering, as Network Operators may elect to appoint other agents to undertake these activities.	The change of Agent may have implications on how the service is delivered; as such it would be appropriate for such a step to be assessed for impact.	No change.
	SSE242	ASA	Schedule 8	11.1		This clause needs to be clear that it is shipper payment history that is being provided.	The provision relates to adjusted transportation invoices issued to Users; as such it is understood this relates to Shippers.	No change.
	G013	ASA	Schedule 9	1.3.1		Makes it clear that the Contract Managers appointed by each Party will meet as the Change Management Team and review the priority of outstanding Changes. There is a danger that such a "closed" meeting would result in a series of priorities which did not accord with the wishes of the Uniform Network Code Modification Panel and/or the Network Code Committee.	The duty of the Change managers as the GT representative is to ensure their obligations under Licence and UNC are fully met. As such any agreements reached within the UNC modification panel, workstreams or committees (including UK-Link) would need to be reflected in directing the service provider on priorities.	No change.