

UNC Response File (JGA)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to JGA
UU508	JGA	Clause	1.1		Add at the end of the definition of Confidential Information the words "(but without prejudice to the confidentiality provisions set out therein)". This addition is just to emphasise that the exception in the definition does not mean that information relating to the Code, the AS Agreement and the OAD are not in themselves covered by confidentiality provisions.	Accepted	Reflected in revised drafting
UU509	JGA	Clause	3.11		insert after "Standard Special Condition A12" the words "or any replacement thereof" to cover the situation that the condition may still exist but be renumbered or replaced into another condition.	This is covered by Clause 1.2(b)	No change
MGN058	JGA	Clause	3.3		Should read 3.2.2	Accepted	Reflected in revised drafting
G008	JGA	Clause	6		It is disappointing that the JGA does not seem to allow the Committee to obtain services from competitive sources at any point in the future as anticipated in DISG 33 (and elsewhere). This seems at odds with developments elsewhere where competition ii service provision is becoming the norm. As the JGA binds the Parties to use the JO it will require significant revision in the period leading up to the next Price Control.	The Joint Office can and will acquire services from elsewhere, and the JGAA does not preclude this. But it does restrict the Transporters in that they must establish a Joint Office, which is a means of meeting the proposed licence obligations.	No change
UU511	JGA	Clause	6		we want to include the possibility of Representatives on the Committee being contractors. Also we want to allow for members of the Joint Office being contractors.	Accepted	Reflected in revised drafting
SSE245	JGA	Clause	9		We believe that the allocation of the costs and expenses should be open to review by the parties on an annual basis and separate to the amendment requirements in 13.1.	The proposed allocation of costs has been discussed at buyer meetings and DISG and NGT believes it is consistent with the present price control arrangements. While a commitment to an annual review is possible, as with other changes to the JGAA, this would necessarily be subject to 13.1 and the general Licence requirement.	Reflected in revised drafting
UU515	JGA	Clause	11		this clause does not allow us to disclose information to shareholders, contractors or agents. The UNC as drafted allows for disclosure to 10% affiliates and to contractors and this document should be no different.	Permitted disclosure to be extended to Affiliates, contractors and agents.	Reflected in revised drafting
MGN063-A	JGA	Clause	13.1		Square brackets need revisiting following conclusion of this consultation	Accepted	Square brackets removed.
SSE261	JGA	Clause	14.1		This clause should be "subject to 14.1" and the word "losses" should be "Losses" (see our comments on 1.11. above).	Accepted	Reflected in revised drafting
MGN064	JGA	Clause	14.2		Square brackets needs further consideration	Accepted	Reflected in revised drafting
UU516	JGA	Clause	14.3		the OAD provides for knock for knock arrangements on people and property and we see no reason for the difference in treatment.	There is no clear justification for making this change. The activities are very different.	No change
UU517	JGA	Clause	19.1		prohibits us from subcontracting or appointing an agent which will cause a problem for our business model.	Accepted	Reflected in revised drafting
SSE251	JGA	Clause	1.1.1		Definition of Confidential Information should be narrowed so that it relates to information obtained which relates to another party and not all information obtained under the agreement.	There is no clear justification for making this change. It is appropriate for information produced by the Joint Office to be protected.	No change

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SSE252	JGA	Clause	1.1.1		Definition of "loss" includes consequential and indirect losses. Whilst this works in Clause 14.1 - it does not work in clause 10.1.5, because as drafted it would make a party liable for such wide losses. We would suggest that "loss" becomes "Loss" and is used as such in 14.1 but left as an undefined loss in 10.1.5.	Accepted	Reflected in revised drafting
MGN063-B	JGA	Clause	10.1.5		Insert "knowingly" after "not"	Accepted	Reflected in revised drafting
SSE259	JGA	Clause	10.1.5		This clause should include provision for a party not to "knowingly" permit any infringement. The reference to intellectual property rights should capitalised.	Accepted	Reflected in revised drafting
UU514	JGA	Clause	10.1.5		insert the word "knowingly" before the word "permit".	Accepted	Reflected in revised drafting
SSE260	JGA	Clause	11.1.1 and 11.2.1		If our suggested changes are made to the definition of confidential information, the party wishing to disclose the information should only need to seek consent from "the other party" (ie the party whose information it relates to) and not from each party.	Information produced by the Joint Office needs to be protected.	No change
SSE246	JGA	Clause	11.2.1(a)		As drafted this clause does not give the transporter wide enough rights to disclose information to its affiliates, contractors or shareholders. It may need to make such disclosures on issues such as the amount and allocation of costs, which will need approval from its parent company or its shareholders. This change needs to be reviewed in light of any changes to the definition of Confidential Information.	Permitted disclosure to be extended to Affiliates, contractors and agents.	Reflected in revised drafting
MGN062-A	JGA	Clause	11.2.1(b)		Add "sub-contractor" and "Parent Company"	Accepted	Reflected in revised drafting
MGN057	JGA	Clause	2.1.2		Insert Transco in square brackets	Accepted	Reflected in revised drafting
SSE253	JGA	Clause	4.1.1		We do not believe that it is necessary to have the UNC attached to this agreement in the agreed form. Delete "[agreed form of the]"	Accepted	Reflected in revised drafting
MGN059	JGA	Clause	4.1.2		Include reference to Standard Special Condition A12	Accepted.	Reflected in revised drafting
SSE254	JGA	Clause	4.1.2		Include references to SSC A12 and widen clause to back off the transporters' obligations to publish the UNC on the website and make it available and provide a summary.	Accepted.	Reflected in revised drafting
UU510	JGA	Clause	4.1.2		this Clause should be extended to cover all of the other items listed in paragraph 4 of the Standard Special Condition A12 – our suggestion is to delete the words: "the requirements of SSC A11 of".	Accepted.	Reflected in revised drafting
MGN060	JGA	Clause	5.3.3		Remove square brackets	Accepted.	Reflected in revised drafting
SSE255	JGA	Clause	6.2.2		sentence should read "reappoint its Representative" not "a" Representative to ensure that a Party cannot remove another Party's representative.	Accepted.	Reflected in revised drafting
MGN061	JGA	Clause	6.2.4		Needs to accommodate appointment of sub-contractors/consultants	Accepted.	Reflected in revised drafting
SSE243	JGA	Clause	6.2.4		We do not believe it is necessary for the Representative to be an employee of a Party and may not fit well with the structure of our DN companies. Provided that the person is suitably senior and appointed to represent the Party it should not matter whether they are an employee, contractor, agent or secondee of that Party. We would suggest that 6.2.4(a) is deleted and 6.2.4(b) and (c) either remain as drafted or (preferably) accommodated within 6.2.3.	Accepted.	Reflected in revised drafting
MGN069	JGA	Clause	6.5.4		We believe that 2 representatives should be changed to 3 to reflect the balance of the members of the Committee i.e. Transco having 2 members	Accepted.	Reflected in revised drafting
SSE244	JGA	Clause	6.5.4		We believe that this clause could allow both of Transco's representatives to call a meeting and make decisions without the other Transporters being present. We would therefore suggest that the clause is either redrafted so that if there are only 2 representatives one of them must not be a Transco appointed representative, or (as a preference) that the quorum number is 3 (which also gives a simple majority).	Accepted.	Reflected in revised drafting
UU512	JGA	Clause	6.5.4		needs to make clear that 2 Transco representatives cannot constitute a quorum. We suggest either having representatives from at least 2 companies or, alternatively, at least 3 representatives.	Accepted.	Reflected in revised drafting
SSE256	JGA	Clause	6.5.5(a)		We believe that this clause needs some simply redrafting to ensure that it is clear that once one representative refers a disputed matter to a director, all of the representatives must do the same, otherwise there cannot be a unanimous decision of all of the directors under sub-clause (b).	Accepted.	Reflected in revised drafting
MGN062-B	JGA	Clause	8.1.2(a)(ii)		Needs to reflect DISG requirement for access controlled facilities	Accepted.	Reflected in revised drafting
SSE257	JGA	Clause	8.1.2(a)(ii)		We would suggest that it is clear that "secure" facilities includes access controlled or separate offices.	Accepted.	Reflected in revised drafting

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UU513	JGA	Clause	9.1.2		as about 50% of the modifications are NTS related we propose that the NTS's share of costs is 50% and that the DNs are each responsible for one-sixteenth of the costs.	The proposed allocation of costs has been discussed at buyer meetings and DISG and NGT believes it is consistent with the present price control arrangements.	No change
SSE258	JGA	Clause	9.3.2		For clarity this clause should start "subject to Clause 9.41"	We believe the clause is already clear and no further clarification is required.	No change
CE005	JGA	general comment			The constitution and operation of the Joint Office appears clear itself. Any concerns in this area relate to the manner in which the Joint Office will operate areas of the contractual framework in terms of what it does and how it does it (vis a vis Mod Rules etc)	Noted	No change
EON021	JGA	general comment			A number of activities set out in this document should more properly be set out in the UNC e.g. in deciding the form of any SME code of conduct, the process for arriving at Transporter recommendations (if such recommendations are actually needed) and the appointment of a Panel Chairman. We do not understand the reference to Chairman's guidelines. The Chairman's guidelines are now incorporated via the recent approval of a Network Code modification into the Network Code. We hope this is not an attempt by Transco to 'hive-off' terms back into non-code documents, after shippers have had to work so hard to include them in the Network Code in the first place, Please ensure this document is redrafted to ensure that the Joint Governance Arrangements Agreement has no say over the Chairman's guidelines.	While the Transporters have joint obligations, these have to be provided for in the JGAA such that it is agreed how the obligations will be discharged. This includes appointing the Panel Chair, and producing versions of the various documents irrespective of the fact that the Panel then approves them.	No change.
G007	JGA	general comment			In common with the Modification Rules the JGA has no provision for external (User) involvement in the operational management of the JO. If the JO is to operate independently then it is imperative that there should be transparency in its governance. Perhaps the User Members of the Modification Panel could nominate one of their number to attend the Committee as a non-voting member?	Independence is delivered primarily through the transparency and inclusivity of the Modification Rules. The JGAA merely establishes how the Transporters will resource and meet their obligations, which is not a matter for Users.	No change
G009	JGA	general comment			There do not appear to be any standards of service or measures by which the JO's performance will be judged. The Parties will have little opportunity to objectively judge the quality of the service received or its value for money.	We anticipate that this is something which the parties will wish to develop through the committee as part of their internal processes rather than the JGAA being specific. Performance against the Modification Rules can also be measured, and any suggestions for the appropriate KPIs would be welcome.	No change
G010	JGA	general comment			Staffing the JO on a secondment basis is pragmatic but may have undesirable effects. For example, the JO doesn't appear to have any right to select candidates, it merely receives the secondees chosen by the Parties. The Parties may be reluctant to second the right calibre of staff who it will in any case be difficult to attract if the secondment isn't clearly seen to be on a career path with re-entry into the employer's structure at an appropriate level of seniority. There is also likely to be disruption in service commensurate with a churn in secondees.	While this may be a concern, the Transporters have a clear licence obligation and so would not be expected to allow the Joint Office to be insufficiently resourced since this could imply a licence breach.	No change
NPow010	JGA	Page 4			Reference to Standard Special Condition A2/Standard Special Condition A15	The issue being raised is not clear.	No change
UU524	JGA	Schedule 11	C.1		we would like the ability to appoint secondees from the operating business; these will not be employees of the Employer.	Accepted.	Reflected in revised drafting
MGN068	JGA	Schedule 11	C.1(a)		Include references to "sub-contractor/consultants"	Accepted.	Reflected in revised drafting - in the interpretation clause.

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SSE248	JGA	Schedule 11	C.1(a)		We do not believe that it is necessary for the secondee to be an employee of the Party provided that s/he is suitable and duly authorised by the party to act as a secondee. Such person could be an employee, agent or contractor.	Accepted.	Reflected in revised drafting
SSE249	JGA	Schedule 11	C.1(b)		We would suggest that this clause is removed or made more specific so that the secondee may not take employment that is in conflict with its duties as a secondee.	Accepted.	Reflected in revised drafting
SSE250	JGA	Schedule 11	D.1(b)		This should be redrafted to make it clear that the Party should ensure that its secondee is able to perform all of the functions required of it as a secondee. As currently drafted it could be interpreted that the employing party could ask its secondee to do something which is in breach of the contract of employment if it were required under the JGAA.	Principle accepted.	Reflected in revised drafting
SSE265	JGA	Schedule 11	E.1(d)		We do not believe that the financial status of the secondee is relevant to its ability to perform its obligations.	Accepted.	Reflected in revised drafting
SSE266	JGA	Schedule 11	E.2		120 days notice is too long as the secondee could be on a shorter notice period under its contract of employment. The timescale should be not longer than 90 days and shorter if the employer can provide a replacement.	Principle accepted.	Reflected in revised drafting
NPow011	JGA	Schedule 2			Missing	Accepted.	Reflected in revised drafting
NPow012	JGA	Schedule 42 c			Our understanding was that the 'Deputy Panel Chair' was to be a Shipper nominated representative not a JGAA Representative	The existing Network Code provisions do not provide for Users appointing a Deputy Chairman. We propose retaining a Transporter appointment, the procedure for which is defined in the JGAA.	No change
MGN065	JGA	Schedule 5	2.1.2(a)		Needs materiality test suggest "£10k"	The JGAA has been redrafted to reflect this principle.	Reflected in revised drafting
SSE247	JGA	Schedule 5	2.1.2(a)		We are uncomfortable with allowing one party to enter into contracts on behalf of all of the parties without approval from the committee. The committee in giving its approval can then set any conditions on the scope or de-minimis level of value that a party can commit to.	Principle accepted.	Reflected in revised drafting.
UU518	JGA	Schedule 5	2.1.2(a)		if one of the Parties is to enter into contracts on behalf of the other parties then we would suggest controls as to the monetary value and maximum exposure. In excess of that limit or exposure the committee should have the opportunity to approve the contract.	Principle accepted.	Reflected in revised drafting
UU519	JGA	Schedule 5	2.6.3		"mater" should read "matter".	Accepted.	Reflected in revised drafting
UU521	JGA	Schedule 5	3.2.1		first "to" on first line is superfluous	Accepted.	Reflected in revised drafting
UU520	JGA	Schedule 5			the IFA payment referred to in UNC Section G1.15 should be apportioned between Transco and the relevant DN.	This has now been addressed in the revised TPD Section G1.15.2(d).	No change
SSE262	JGA	Schedule 6	B.1		Delete the references to Special Standard Conditions A4 and A5 so that the clause is wide enough to catch other obligations under the Transporter's licence.	Accepted.	Reflected in revised drafting
UU522	JGA	Schedule 6	B.1		should refer to the Special Conditions which set out the timing of making changes. We suggest deleting the words "SSC A4 and A5 of".	Accepted.	Reflected in revised drafting
SSE263	JGA	Schedule 6	B.2(a) and (b)		We believe that these clauses should be reviewed and redrafted to make it clear that the process described is to facilitate the co-ordination and administration of the change in the parties' charging methodologies only.	Principle accepted.	Reflected in revised drafting
MGN066	JGA	Schedule 6	B.2(d)(iii)		Do not see need to commit to one open meeting per year, as should only be held when deemed necessary	Accepted.	Reflected in revised drafting
SSE264	JGA	Schedule 6	B.2(e)		We do not believe that it is necessary to prescribe the frequency of the meetings - we would prefer that they are held upon request of the representatives to allow for greater flexibility.	Accepted.	Reflected in revised drafting
MGN067	JGA	Schedule 9	B.2(g)		Incorrect cross reference, replace 9.1.1 with 9.1.2	Accepted.	Reflected in revised drafting
UU523	JGA	Schedule 9	B.2(g)		the cross reference should be to 9.1.2.	Accepted.	Reflected in revised drafting