

UNIFORM NETWORK CODE – JOINT GOVERNANCE ARRANGEMENTS AGREEMENT

DRAFTING CHANGES GUIDE

Classification of Change	Reference in document	Nature of change made
Class 1	Throughout document	General drafting improvements and drafting corrections.
Class 2	Definitions	Amended definition of "Confidential Information" to clarify that confidentiality provisions of the UNC, ASA and OAD are not overridden.
	2.1	Transco is expressly authorised to sign Accession Agreements on behalf of the Parties.
	4.1	No longer a requirement for the "agreed form of the" UNC to be adopted.
	6.2.4	Representatives to the Committee may now be contractors of the Parties rather than just employees of the Parties.
	6.5.4	Committee quorum increased from two Representatives to three.
	6.5.5	Clarification that if a Representative refers a matter to a director of its appointing Party (or Parties), then all of the Representatives must do the same.
	8.1.2(a)(ii)	Office space must be secure and have controlled access.
	9.1.3	New clause. Parties must annually review the allocation of funding between the Parties.
	10.1.5	Obligation not to infringe intellectual property rights is now limited to not "knowingly" infringing or permitting infringement.
	11.2.1	Permitted disclosure of confidential information now extended to Affiliates, contractors (and sub-contractors) and agents.
	14.1	Exclusion of liability now expressly subject to the cap in Clause 14.2. Losses defined.
	19	Parties are now permitted to sub-contract their obligations under the JGAA (with the Parties still being liable for those obligations).
	Schedule 6 Paragraphs B1, B2(b) and (e)	Deleted reference to SSC [A4 and A5] so that all obligations under the Transporter's Licences are covered. The process to be developed by the Chief Executive is for the "administration" of changes to Charging Methodologies and Charging Statements. Process must also now provide for the "permitted" exchange of information between the Parties. No longer any minimum number of (open) meetings required to discuss changes. Representatives can call such meetings as they consider necessary.
	Schedule 11	Secondees to the Joint Office may now be contractors of the Parties rather than just employees of the Parties.
	Schedule 11 Paragraph C1(b)	Prohibition on Secondee from taking on work outside its secondment where that work would give rise to a conflict of interest.

	Schedule 11 Paragraph D1(b) and (c)	Clarification that Employer must comply with its contract with a Seconded to the Joint Office, and ensure that such contract is not inconsistent with the JGAA.
	Schedule 11 Paragraphs E1 and E3	Bankruptcy of secondee no longer a secondment termination event. 120 days' notice for termination does not apply if a substitute can be found or if the Employer and Committee agree earlier notice period.
Class 3	Definitions	Date for the definition of "First Expenses Period" confirmed. Definition of "Intellectual Property Rights" amended (but not narrowed or widened) for clarity.
	1.2	New interpretation provisions for "Standard Special Condition" and "contractor"
	6.2.8	Clarification that Representatives are not deemed to be employees of the Parties jointly.
	7.5.1	Additional functions of the Joint Office to provide a copy (and amendments) of the UNC to the Authority (and others), and to prepare and publish a summary of the UNC.
	8.2.1(d)	Clarification that the Budget may set out costs incurred (or likely to be incurred) on behalf of a Party, rather than just by that Party.
	10.1.2	Amended, for clarity, to exclude intellectual property rights (IPRs) in software and hardware (e.g. the UK Link system) from IPR which is capable of being jointly owned by the Parties under the JGAA.
	14.2	Cap on liability set at £0.5million.
	Schedule 2	Form of Accession Agreement now included.
	Schedule 4 Paragraph A2	New sub-paragraph (g) to allow the Committee to make a decision on whether to disapply any of the Modification Rules, and new sub-paragraph (h) obliging the Parties (in accordance with SSC [A11(13)(b)]) to jointly seek the Authority's consent to any proposed modification of the UNC.
	Schedule 4 Paragraph A3	The Chief Executive must now follow the Committee's agreed processes when procuring any legal resources. New sub-paragraph delegating to the Chief Executive the function of determining when to seek a View from the Authority (under the Modification Rules) and administering that application process.
	Schedule 4 Paragraph B1(b)	Clarification that "at least" nine people will act as subject matter experts (under the Modification Rules).
	Schedule 5, Paragraphs 1.2.1 and 2.7	Added Authority Approvals / Disapprovals under SSC [A11(18)] as a category of Joint Matters; new paragraph obliging Joint Office to administer such applications to the Authority; Chief Executive must review and revise list of Code sections that make provision for such applications.
	Schedule 5 Paragraph 2.4, 3.1.1 (b), 3.2.1	Parties to allocate the liability arising in respect of the Joint Indemnity Provision under TPD Section U3.6.2 in the proportions agreed under Clause 9; new definition of "Joint Indemnity Provision".
	Schedule 7 Paragraph	Chief Executive now needs the Parties' consent to enter into any secondment contracts.

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	B1(c)	
	Schedule 11 Paragraph B1	Employer must notify the Committee by letter following any agreement of secondment terms, setting out such terms.
Class 4	None	None
Class 5	None	None