

MODIFICATION 0674

PERFORMANCE ASSURANCE TECHNIQUES AND CONTROLS

[Proposed] legal text

TRANSPORTATION PRINCIPAL DOCUMENT

Amend paragraph 12.1 to read as follows:

12 GENERAL PROVISIONS RELATING TO UNC RELATED DOCUMENTS

12.1 Purpose

The purpose of this Section is to establish generic governance arrangements in respect of the following UNC Related Documents (each a “**Document**” and collectively the “**Documents**”):

- (a) Network Code Operations Reporting Manual as referenced in Section V9.4;
- (b) Network Code Validation Rules referenced in Section M5.3.3;
- (c) ECQ Methodology as referenced in Section Q6.1.1(c);
- (d) Measurement Error Notification Guidelines for NTS to LDZ and LDZ to LDZ Measurement Installations as referenced in OAD Section D3.1.5.
- (e) the Class 1 Ratchet Charge Guidance Document referred to in Section B4.7; and
- (f) the Customer Settlement Error Claims Process Guidance Document referenced in Section E1.3.10;
- ~~(g) the Performance Assurance Framework Document referenced in paragraph 16.1.1(d); and~~
- ~~(h) the Performance Assurance Report Registers referenced in paragraph 16.5.1.~~

Delete all text in paragraph 16 and insert new text to read as follows:

16 PERFORMANCE ASSURANCE

16.1 Performance Assurance Objective

16.1.1 For the purposes of this paragraph 16:

- (a) "**Performance Assurance Party**" means each Party, the CDSP and each Relevant Third Party;
- (b) the "**Performance Assurance Objective**" is in relation to a Day the objective of achieving accurate and timely Settlement for the Day;

- (c) **"Relevant Third Party"** means in relation to a Party to the Code, a person (other than another Party to the Code or the CDSP):
 - (i) undertaking an activity for a Party which is required for the purposes of undertaking Settlement; and
 - (ii) in respect of which the Performance Assurance Committee has determined the standard of performance of such activity is likely to have a material impact, either positively or negatively, on the achievement of the Performance Assurance Objective;
- (d) **"Settlement"** means in relation to a Day the determination and settlement of amounts payable in respect of Energy Balancing Charges in accordance with the Code.
- (e) "

16.1.2 Each Party:

- (a) acknowledges the manner in which it conducts its business (pursuant to the Code and in respect of any business ancillary to Code ("**relevant business**")) can have a material impact, positively or negatively, on the achievement of the Performance Assurance Objective;
- (b) acknowledges the standard of performance of a Relevant Third Party can have a material impact, positively or negatively, on the achievement of the Performance Assurance Objective;
- (c) agrees to conduct its business (as referred to in paragraph (a)) at all times in a manner which facilitates the achievement of the Performance Assurance Objective;
- (d) agrees to take all reasonable steps available to it to ensure a Relevant Third Party undertakes the relevant activity so as to facilitate achievement of the Performance Assurance Objective and complies with any Performance Assurance Technique applied to it; and
- (e) acknowledges the acts and omissions of each other Party to the Code in relation to the Performance Assurance Objective are not relevant for the purposes of such Party complying with the requirements of this paragraph 16.1.2;

16.1.3 Each Party and the CDSP shall co-operate with each other to facilitate achievement of the Performance Assurance Objective.

16.1.4 The standard of performance of a Party and the CDSP in facilitating the achievement of the Performance Assurance Objective shall be determined by the Performance Assurance Committee in accordance with (and in the manner described in) the Performance Assurance Framework Document to the extent applicable to such Party.

16.1.5 Each Party and the CDSP shall provide the Performance Assurance Committee with information relating to its own business and affairs as may be reasonably required by the Performance Assurance Committee to enable it to determine:

- (a) the standard of performance by such Party or the CDSP in relation to facilitating the achievement of the Performance Assurance Objective;
- (b) the impact of such performance, whether positive or negative, on the achievement of the Performance Assurance Objective;
- (c) where required, the appropriate Performance Assurance Technique to be applied in accordance with the Performance Assurance Framework Document.

16.2 Performance Assurance Committee

- 16.2.1 There is hereby established for the purposes of this paragraph 16 a Network Code Sub-Committee ("**Performance Assurance Committee**").
- 16.2.2 The Performance Assurance Committee shall perform the functions and have the powers and duties provided in this paragraph 16.
- 16.2.3 The Performance Assurance Committee may establish a sub-committee for such purposes (within the scope of its functions, powers and duties) and comprising such members and on such terms as it decides; and references the Performance Assurance Committee shall include any such committee.
- 16.2.4 The Performance Assurance Committee is autonomous and (except pursuant to an appeal in accordance with paragraph 16.7) the UNC Committee has no power to overrule a decision of the Performance Assurance Committee or reduce or qualify the scope of its functions, powers and duties.
- 16.2.5 No decision of the Performance Assurance Committee may be made or (if made) shall be effective if the decision would cause any Party or the CDSP to be in breach of the Code or the DSC.

16.3 Constitution of the Performance Assurance Committee

- 16.3.1 The Performance Assurance Committee shall comprise representatives ("**PAC Representatives**") as follows:
- (a) nine (9) individuals appointed as representatives of Shipper Users ("**Shipper User Representatives**");
 - (b) three (3) individuals appointed as representatives of DN Operators and IGTs, of which:
 - (i) two (2) shall be appointed by DN Operators ("**DNO Representatives**");
 - (ii) one (1) shall be appointed by the Independent Gas Transporters ("**IGT Representative**").
- 16.3.2 The basis for the appointment (and from time to time the removal and/or replacement) of:
- (a) Shipper User Representatives shall be as set out in the document entitled 'Uniform Network Code Panel, Uniform Network Code Committee, Sub-Committees and DSC BCommittees – Guidelines for the User Representative Appointment Process' [(except that each User and its Affiliates holding more than one Gas Transporters Licence may submit up to three nominations for the purposes of the appointment

process)];the DNO Representatives and IGT Representative shall be as agreed from time to time by, respectively, the DN Operators and the Independent Gas Transporters.

16.3.3 Each meeting of the Performance Assurance Committee shall be chaired by a person (not being a PAC Representative) nominated by the Code Administrator (failing which by a person employed or engaged by the PAFA and appointed as chairman by the Performance Assurance Committee) ("**PAC Chairperson**").

16.3.4 The Code Administrator shall nominate and may from time to time remove and replace a person (not being a PAC Representative) as secretary ("**PAC Secretary**") to the Performance Assurance Committee (failing which by a person employed or engaged by the PAFA and appointed as secretary by the Performance Assurance Committee).

16.4 Functions of the Performance Assurance Committee

16.4.1 The functions of the Performance Assurance Committee ("**PAC Functions**") are:

- (a) to establish and maintain a document ("**Performance Assurance Framework Document**") in accordance with paragraph 16.8;
- (b) to investigate whether or not a Performance Assurance Party is acting in a manner which facilitates the achievement of the Performance Assurance Objective;
- (c) to monitor the performance of a Performance Assurance Party in facilitating the achievement of the Performance Assurance Objective;
- (d) to determine whether or not a Performance Assurance Party actions are having a material impact, whether positively or negatively, on the achievement of the Performance Assurance Objective;
- (e) in respect of Performance Assurance Techniques;
 - (i) to administer the application and administration of the Performance Assurance Techniques regime;
 - (ii) to determine which Performance Assurance Techniques should be applied (and from when and for how long they should be applied) in relation to a Performance Assurance Party where the Performance Assurance Committee has determined the Performance Assurance Party is conducting its business in a manner which negatively impacts on the achievement of the Performance Assurance Objective;
 - (iii) to determine when further escalated Performance Assurance Techniques should be applied in relation to a Performance Assurance Party;
 - (iv) to determine when a Performance Assurance Technique should cease to apply to a Performance Assurance Party; and
 - (v) to assess the effectiveness of the Performance Assurance Techniques in improving a Performance Assurance Party's performance in respect of facilitating the achievement of the Performance Assurance Objective;

- (f) to determine the scope and content of the services required from PAFA and approve the terms on which the CDSP proposes for the PAFA Contract ;
- (g) to prepare and publish Performance Assurance Reports Register;
- (h) to determine the form of (and revise from time to time) the statements and undertaking referred to in paragraph 16.6.6;
- (i) to undertake such other activities as specified in the Performance Assurance Framework Document.

16.4.2 The Performance Assurance Committee may (at any time and from time to time) delegate all or any part of the PAC Functions (except for those under paragraph 16.4.1.(e, (f) and (h)) to the PAFA.

16.5 Voting arrangements of the Performance Assurance Committee

16.5.1 Each PAC Representative shall hold (1) vote.

16.5.2 A decision of the Performance Assurance Committee shall be taken by a simple majority of the votes of the PAC Representatives who are present at the relevant meeting and who vote in respect of the matter to be decided.

16.5.3 Where a vote is conducted and there is an equal number of votes in favour and against the matter to be decided no person shall have a casting vote and for the purposes of paragraph 16.7 in respect of appeal of decisions the Performance Assurance Committee shall be treated as having made a decision against the relevant matter.

16.6 Proceedings of the Performance Assurance Committee

16.6.1 Unless in conflict with any provision of this paragraph 16, the provisions of Sections 4.5 and 5 (excluding Sections 5.1, 5.2, 5.5, 5.6, 5.7.1, 5.8 and 5.10) of the Modification Rules shall apply (mutatis mutandis, and disregarding references to other sections in the Modification Rules) in relation to the Performance Assurance Committee and for which purpose:

- (a) references to the 'Modification Panel' shall be deemed to be references to the Performance Assurance Committee"; and
- (b) in respect of Section 5.9 any such written resolution that is determined by the Performance Assurance Committee to be confidential shall not be circulated to II Users, all Transporters and all Independent Gas Transporters.

16.6.2 Where six (6) PAC Representatives (of whom at least four (4) shall be Shipper User Representatives and two (2) of whom shall be either a DNO Representatives or an IGT Representative excluding the PAC Chairperson) are present at a meeting of the Performance Assurance Committee the meeting shall be a quorum.

16.6.3 If required by the Performance Assurance Committee the CDSP will attend (by one or more representatives) the relevant meeting of the Performance Assurance Committee.

16.6.4 Unless determined otherwise by the PAC Chairperson, and subject to paragraph 16.6.5, only PAC Representatives, PAFA representatives, the PAC Chairperson, the PAC Secretary (and, where invited by PAC, representatives of CDSP and any Party), may attend a meeting of the Performance Assurance Committee.

16.6.5 The Performance Assurance Committee may, from time to time, determine to invite any individual to attend all or part of a meeting of the Performance Assurance Committee and may, or may not depending on the circumstances, request such individual to sign a confidentiality undertaking before attending such meeting.

16.6.6 A PAC Representative shall not be entitled to receive any papers or working papers, opinions, reports or other documentation relating to the proceedings of the Performance Assurance Committee or attend a meeting of the Performance Assurance Committee until such time as the PAC Representative has signed :

- (a) a statement of impartiality;
- (b) a confidentiality undertaking;
- (c) a statement confirming no conflict of interest

in each case on such terms as the Performance Assurance Committee may require and provided such to the PAC Secretary.

16.6.7 For the purposes of paragraph 16.6.8 the following are "**relevant matters**" in relation to a PAC Representative:

- (a) the performance of the member's employer of any Affiliate of the member's employer;
- (b) the application of any Performance Assurance Technique to the member's employer of any Affiliate of the member's employer.

16.6.8 A member of the Performance Assurance Committee shall not:

- (a) participate as a member of the Performance Assurance Committee in the consideration of any relevant matter (including for the avoidance of doubt, participating in any relevant matter to be voted on); or
- (b) be counted in ascertaining whether a quorum is present at a meeting of the Performance Assurance Committee convened to consider any relevant matter.

16.6.9 A PAC Representative shall not disclose to his employer or any Affiliate of his employer confidential information which he has received in his capacity as a member of the Performance Assurance Committee unless required to do so:

- (a) by any Legal Requirement;
- (b) in order for his employer or any such Affiliate to comply with the conditions of any licence with which his employer or any such Affiliate, as the case may be, is required to comply;
- (c) by any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
- (d) pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to him or his employer or any such Affiliate, as the case may be,

16.7 in any of which events the member of the Performance Assurance Committee shall first be required to give written notice of the required disclosure to the Performance Assurance Committee.**Appeal**

16.7.1 A Party may, subject to and in accordance with this paragraph 16.7, appeal a decision of the Performance Assurance Committee to apply [any] Performance Assurance Technique which involves referring the Party to the Authority (and for the avoidance of doubt no other decision of the Performance Assurance Committee may be appealed).

16.7.2 The only grounds on which such an appeal may be made are:

- (a) the information used by the Performance Assurance Committee when it made the decision was not complete or was inaccurate or misleading; and the Appellant Party believes the Performance Assurance Committee would not have referred it to the Authority if complete, accurate or appropriate information had been available; or
- (b) the Performance Assurance Committee did not follow the procedures set out in the Performance Assurance Framework Document;

16.7.3 A Party appealing a decision of the Performance Assurance Committee ("**Appellant Party**") must give notice to the PAC Secretary of the appeal within one (1) month after publication of the decision, specifying the decision in question and the grounds (as provided in paragraph 16.7.2) on which the appeal is made.

16.7.4 Where notice of appeal of a decision of the Performance Assurance Committee is given in accordance with paragraph 16.7.3:

- (a) the PAC Secretary shall send the notice to the Performance Assurance Committee and the PAFA;
- (b) the application of any Performance Assurance Techniques in respect of the Appellant Party shall be suspended until the outcome of the appeal is decided;
- (c) the Performance Assurance Committee and the PAFA may request further information from the Appellant Party or the CDSP in connection with the appeal;
- (d) prior to the meeting of the Performance Assurance Committee at which the appeal is considered:
 - (i) the PAFA will report to the Performance Assurance Committee on the PAFA's views of the validity of the appeal;
 - (ii) the Appellant Party may submit to the Performance Assurance Committee and PAFA further information in support of the appeal;
 - (iii) the Appellant Party may be invited by the Performance Assurance Committee (on not less than fourteen (14) days' notice) to attend a meeting of the Performance Assurance Committee to make representations in support of the appeal (but shall not be entitled to attend);
- (e) the Performance Assurance Committee shall not be required, nor entitled, to publish any reports, materials or representations submitted to it pursuant to paragraph (d); such information will remain confidential to the Performance Assurance Committee and [subject to each PAC Representatives' non-disclosure agreements];

- (f) the Performance Assurance Committee shall decide the matter, by reference to the grounds of appeal in paragraph 16.7.2 (and consistent with the provisions of the Performance Assurance Framework Document in respect of the decision in question), in one of the following ways:
 - (i) by upholding the Performance Assurance Committee's initial decision; or
 - (ii) by making a different decision in substitution for the Performance Assurance Committee's initial decision
- (g) the Performance Assurance Committee will notify the Appellant Party of its decision (and the reasons for its decision) under paragraph (f) within fourteen (14) days of the meeting at which is considered the appeal.

16.7.5 Subject to paragraphs 16.7.6, 16.7.7 and 16.7.8 the decision of the Performance Assurance Committee in respect of the appeal is final and binding.

16.7.6 Where, following the decision of the Performance Assurance Committee in respect of an appeal the Appellant Party considers that the grounds of appeal in paragraph 16.7.2 are met in respect of the Performance Assurance Committee's decision in respect of the appeal the Appellant Party may, within five (5) Business Days after the publication of the Performance Assurance Committee's appeal decision, appeal to the UNCC , by notice given to the PAC Secretary setting out the basis on which it considers the grounds of appeal in paragraph 16.7.2 are met.

16.7.7 Where an Appellant Party gives notice of appeal to the UNCC of the Performance Assurance Committee's appeal decision, the matter shall be referred to the UNCC as follows:

- (a) the PAC Secretary shall send to the UNCC a statement of the decision subject to appeal together with relevant papers which were considered by the Performance Assurance Committee in reaching its appeal decision; and
- (b) a single PAC Representative will present the Performance Assurance Committee findings and the basis for its decision to refer the Appellant Party to the Authority. The Appellant Party will be invited, but is not obliged, to attend this UNCC hearing, and may, but is not obliged to, present a short summary of its case.
- (c) the UNCC is requested to determine the matter, by reference to the grounds of appeal in paragraph 16.7.2, in one of the following ways:
 - (i) by agreeing with the appeal decision of the Performance Assurance Committee to refer the Appellant Party to the Authority;
 - (ii) by remitting the matter to the Performance Assurance Committee for their further consideration with such guidance as the UNCC deems appropriate.

16.7.8 The opinion of the UNCC in respect of an appeal is a recommendation only and is in no way binding on the Performance Assurance Committee.

16.7.9 The Performance Committee will detail its final and binding decision in writing to the Appellant, copied to the UNCC Chairperson, within 21 days of the UNCC hearing of the appeal.

16.7.10 The provisions of this paragraph 16.7 for appeal of a decision of the Performance Assurance Committee are without prejudice to a Party's rights to assert that a purported decision of the Performance Assurance Committee is outside its scope of authority pursuant to this paragraph 16 and so is without effect.

16.8 Performance Assurance Framework Document

16.8.1 The Performance Assurance Framework Document shall specify:

- (a) performance assurance procedures and the basis on which a Party will be required to participate in such procedures;
- (b) the records, data and other information which a Party is required to give the Performance Assurance Committee and the Performance Assurance Framework Administrator access to for the purposes of performance assurance;
- (c) the process by which, and the time by which, a Party is to respond to a request for records, data and other information from the Performance Assurance Committee and the Performance Assurance Framework Administrator;
- (d) the scope and contents of the registers to be maintained by, and the reports to be prepared and published by, the Performance Assurance Committee relating to the performance of each Party in relation to the requirement in paragraph 16.2.2 ("**Performance Assurance Reports Register**");
- (e) the Performance Assurance Techniques available to the Performance Assurance Committee and the basis on which such techniques will be implemented and administered;
- (f) the procedure for the appointment of the Performance Assurance Framework Administrator, and the terms of any such appointment;
- (g) the functions of the Performance Assurance Framework Administrator; and
- (h) the form of templates for letters required from PAC Representatives including in relation to [non-disclosure agreements, impartiality, declaration of interest and employer release matters].

16.8.2 The Performance Assurance Committee may revise the Performance Assurance Framework Document, and the Code Administrator will ensure all Parties are notified of any such revision and shall arrange for publication of the Performance Assurance Framework Document as revised from time to time.

16.8.3 The Performance Assurance Committee shall prepare and maintain (and may from time to time revise) the techniques ("**Performance Assurance Techniques**") which may be implemented by the Performance Assurance Committee in relation to a Party to facilitate the better achievement of the Performance Assurance Objective by such Party.

16.8.4 Each Party shall comply with the requirements of the Performance Assurance Framework Document to the extent applicable to such Party.

16.9 Appointment of the Performance Assurance Framework Administrator

- 16.9.1 **"Performance Assurance Framework Administrator"** or **"PAFA"** means the person from time to time appointed and engaged to act as such pursuant to this paragraph 16.9;
- 16.9.2 A person shall be appointed by the CDSP, in accordance with this paragraph 16.9, for the purposes of conducting the functions ascribed to the PAFA by the Performance Assurance Framework Document (as at the time of such appointment).
- 16.9.3 The CDSP shall, subject to and in accordance with the Performance Assurance Framework Document and (where consistent with the provisions of this paragraph 16.9) the requirements of the Performance Assurance Committee, as soon as reasonably practicable:
- (a) prepare arrangements and documentation for a competitive tender for the appointment of a person as PAFA in accordance with relevant Legal Requirements;
 - (b) conduct such tender on the basis of such arrangements and documentation, including with respect to any such pre-qualification, selection criteria and participation by the Performance Assurance Committee as may be determined by the Performance Assurance Committee;
 - (c) review and assess the proposals made by persons tendering for appointment as the PAFA pursuant to the tender;
 - (d) where appropriate for the purposes of determining which of such persons to appoint as PAFA, enter into discussions with one or more of them;
 - (e) use reasonable endeavours to enter into a contract with the PAFA ("**PAFA Contract**") with the person selected on the basis of the competitive tender process, such contract to commence as soon as reasonably practicable and to provide for the PAFA to act with all due skill, care and diligence and impartiality when performing of its functions thereunder and in so far as reasonably practicable to act equitably as between Shipper Users, DNOs [monitoring and reporting on material risks in connection with Settlement];
 - (f) notify all Parties to the Code of the appointment of the PAFA; and
 - (g) commence performance of the CDSP's obligations and exercise the CDSP's rights under the PAFA Contract for the benefit, and in accordance with the lawful instructions (including for the avoidance of doubt entering into bone fide discussions with the PAFA for such variations to the PAFA Contract as may be required to comply with PAC instructions), of the Performance Assurance Committee.
- 16.9.4 Without prejudice to the requirements of the Performance Assurance Framework Document, the CDSP:
- (a) shall only enter into a PAFA Contract on terms approved by the Performance Assurance Committee;
 - (b) may seek guidance from the Performance Assurance Committee in relation to anything they propose to do or any other matter arising in connection with their activities under paragraph 16.6.2, and may act in accordance with such guidance.
- 16.9.5 Nothing in this paragraph 16 shall require the CDSP to enter into a PAFA Contract where in the CDSP's reasonable opinion:

- (a) it would be unlawful to do so; or
- (b) the contract could give rise to the CDSP incurring any liability, other than in respect of their own wilful misconduct, gross negligence or fraud.

16.9.6 This paragraph 16.9 shall apply where the PAC requires the PAFA to be appointed by the DNOs or, on expiry or termination of a PAFA Contract, replaced.

16.10 Terms of engagement of PAFA and cost recovery

16.10.1 The CDSP may enter into a PAFA Contract on terms which limit or exclude the liability (as to such matters as may be provided in such contract) of the PAFA.

16.10.2 For the avoidance of doubt, the CDSP shall not be the agent or trustee of any Party for the purposes of the PAFA Contract, and the CDSP shall owe no duties or responsibilities to any Party in respect of the PAFA Contract other than as provided in this paragraph 16.

16.10.3 The CDSP shall provide the PAFA with such information (and such other assistance) as the Performance Assurance Committee reasonably requires to enable the PAFA to comply with the PAFA Contract.

16.11 Appointment of PA Representative

16.11.1 Each Party shall nominate (and may from time to time remove and replace) a representative ("**PA Representative**"), of appropriate seniority with suitable knowledge and expertise, to represent the Party in relation to all performance assurance matters and to attend meetings of the Performance Assurance Committee where requested to do so.

16.11.2 The performance Assurance Committee is entitled to assume that each PA Representative is authorised to take any decision (on matters relating to performance assurance) on behalf of the Party unless such representative gives advance notice to the contrary.

16.11.3 Where the Performance Assurance Committee or the Performance Assurance Framework Administrator wish to raise or discuss any matter with a Party relating to that Party's performance in relation to performance assurance the Performance Assurance Committee or the Performance Assurance Framework Administrator shall in the first instance contact the Party's PA Representative and provide the PA Representative with appropriate details of the matter(s) to be raised or discussed.

16.12 Miscellaneous

16.12.1 Each Party shall jointly and severally with each other Party indemnify and keep indemnified:

- (a) the Performance Assurance Committee and each PAC Representative (including their respective alternates) from and against any and all costs (including legal costs) charges, expenses, damages or liabilities incurred or suffered by it or a member in acting as, and in performing the functions of the Performance Assurance Committee or a PAC Representative;
- (b) the Performance Assurance Framework Administrator in respect of work undertaken at the request of the Performance Assurance Committee or pursuant to the PAFA Contract from and against any and all costs (including legal costs) charges, expenses, damages or liabilities incurred or suffered by it in undertaking such work.

16.12.2 The Parties to Code shall, upon request, provide the members of the Performance Assurance Committee, the Performance Assurance Committee and the Performance Assurance Framework Administrator with a written deed of indemnity for the purposes of paragraph 16.12.1.

16.12.3 Each Party, in any capacity which that Party may have, and to the fullest extent permitted by law, waives any claims against the Performance Assurance Committee and each PAC Representative and releases the Performance Assurance Committee and each PAC Representative from any liability arising from acting or performing the functions of the Performance Assurance Committee or a PAC Representative .

MODIFICATION RULES

Amend paragraph 6.1.1 to read as follows:

...

- (d) a Materially Affected Party (but only in respect of a Modification Proposal which proposes a modification to a NTS Charging Methodology or a DN Charging Methodology);
- (e) the Performance Assurance Committee in respect only of a Modification Proposal which proposes:
 - (i) a modification to the performance assurance requirements in TPD Section V16; or
 - (ii) a modification to performance levels or obligations under UNC with the [reasonable expectation] that the Modification Proposal would (if implemented) better facilitate the achievement of the Performance Assurance Objective.

GENERAL TERMS

SECTION B – GENERAL

Amend paragraph 4.3.1 to read as follows:

4.3.1 The Uniform Network Code Committee may by panel majority establish sub-committees (each a “**Network Code Sub-committee**” or, for the purposes of this paragraph 4, a “**Sub-committee**”) for the purposes of doing or assisting in doing anything to be done by the Uniform Network Code Committee; and the Uniform Network Code Committee may by panel majority decide that a Sub-committee (other than the Performance Assurance Committee) shall cease to be established.

Amend paragraph 4.4.2 to read as follows:

4.4.2 Without prejudice to any requirement under the Code for a Transporter to consult with the Uniform Network Code Committee or any Sub-committee in respect of any matter, no Party may be required to provide to the Uniform Network Code Committee or any Sub-committee any information which such person is not willing so to provide (provided that where a Party does not provide information to the Performance Assurance Committee of the type specified in the Performance Assurance Framework Agreement such Party shall be deemed to be in breach of the obligation in TPD Section V16.1.5).