

Modification Report
Extending Rights to Protected Information Provisions for Meter Asset Managers /
Registered Metering Applicants
Modification Reference Number 0297
Version 2.0

This Modification Report is made pursuant to Rule 9.3.1 of the Modification Rules and follows the format required under Rule 9.4.

1 The Modification Proposal

Transporters are currently permitted to disclose a limited amount of data relating to a Supply Point to Meter Asset Manager (MAM) organisations. UNC TPD Section V5.11.1 permits Transporters to provide the identity of the Supplier at a Supply Point to the Registered Metering Applicant (RMA) on request and this request is regarded as having been made on behalf of the Registered User at the Supply Point. The Transporters' Agency regularly receives requests from MAMs requesting the identity of the Supplier at a Supply Point to allow successful communication between the MAM and the Supplier to instigate and / or conclude commercial discussions relating to the metering at a Supply Point. For information; the Transporters' Agency maintains a register of RMAs on behalf of the Transporters.

Currently, the Transporters' Agency receives enquiries from MAMs requesting additional information relating to Supply Points. Such requests are currently rejected by the Transporters' Agency as the Protected Information provisions in UNC TPD Section V5 do not permit disclosure. Examples of such information requests relate to:

- Meter Information.
- status of Supply Points (live / dead)
- status of Supply Point confirmation.

The intent of this UNC Modification Proposal is to extend the disclosure of Protected Information provisions to include RMAs beyond the provision of the Supplier identity. For clarity this would be permitted where a RMA is registered at a Supply Point as the MAM in the Supply Point Register or where the RMA is not registered as the MAM, for a period covering where the RMA was registered as the MAM at the Supply Point. The specific data fields available to RMAs at a Supply Point would be specified in a new Annex to UNC TPD Section V, Annex V-[5] in the form of a table (see example Annex V-[5]) on separate document.

Extending the Protected Information provisions in UNC TPD Section V to RMAs would also align the gas industry information provisions to that of the electricity industry which already provides for Meter Operator and Meter Asset Provider access to central meter asset information via an online information system.¹

¹ MRA – Electricity Central Online Enquiry Service MAP 15.

Providing access to RMAs to additional Supply Point and Meter Information within the Supply Point Register would facilitate the following benefits:

- provide an additional Meter Information source for MAMs.
- increase certainty of Meter Information resulting in increased confidence in asset investment decisions.
- provide a single industry source of information relating to Meter Information for MAMs and reduce the requirement to make multiple information requests to multiple Suppliers.

2 User Pays

a) **Classification of the Proposal as User Pays or not and justification for classification**

As the intent of this Modification Proposal is to enable Transporters to provide additional Protected Information to RMAs there would be no direct costs associated with the implementation of this Modification Proposal. No UNC User Pays service obligation is being placed on the Transporters through this Modification Proposal. The actual provision of information to RMAs may incur an additional Transporter Agency cost which would be recovered via a non UNC Agency Services Charge. Hence this UNC Modification has not been classified as a User Pays Modification. The provision of Protected Information may take the form of, but is not limited to reports, digital media or on-line access. Any service provided to RMAs as a result of the implementation of this Modification would require an Agency Charging Statement amendment and approval by the Authority.

b) **Identification of Users, proposed split of the recovery between Gas Transporters and Users for User Pays costs and justification**

100% to Registered Metering Applicant.

c) **Proposed charge(s) for application of Users Pays charges to Shippers**

No direct charges are envisaged to Shippers for these services.

d) **Proposed charge for inclusion in ACS – to be completed upon receipt of cost estimate from xoserve**

No charges applicable for inclusion in ACS.

3 Extent to which implementation of the proposed modification would better facilitate the relevant objectives

Standard Special Condition A11.1 (a): the efficient and economic operation of the pipe-line system to which this licence relates;

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (b): so far as is consistent with subparagraph (a), the coordinated, efficient and economic operation of

- (i) the combined pipe-line system, and/ or***
- (ii) the pipe-line system of one or more other relevant gas transporters;***

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (c): so far as is consistent with subparagraphs (a) and (b), the efficient discharge of the licensee's obligations under this licence;

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (d): so far as is consistent with subparagraphs (a) to (c) the securing of effective competition:

- (i) between relevant shippers;***
- (ii) between relevant suppliers; and/or***
- (iii) between DN operators (who have entered into transportation arrangements with other relevant gas transporters) and relevant shippers;***

Transporter systems are at the centre of numerous gas industry processes and data items are collected, stored and updated on a regular basis by both Transporters, Shippers, Suppliers, Meter Asset Managers (MAMS/RMAs) and other industry organisations. Transporters currently provide Supply Point information services to Shipper Users permitted under the Protected Information provisions detailed in UNC TPD Section V 5.3. Extending the Protected Information provisions under Section V to RMAs would provide the following benefits to RMAs:

- establish the existing type of metering asset at a Supply Point allowing a RMA to more accurately price and invoice its services to a Supplier organisation.
- increase the certainty to RMA organisations of which assets they currently hold at a Supply Point allowing more accurate and cost reflective billing to Suppliers for metering services.
- reduce the number queries between RMAs and multiple Suppliers as to the nature of metering assets at Supply Points.

The benefits detailed above will better facilitate competition between relevant Suppliers by allowing more accurate and cost reflective RMA/MAM charging to Suppliers.

British Gas considers this modification proposal will allow MAMs to better enter in to commercial arrangements with Suppliers, thereby reducing their risk

and leading to more accurate charging to those Suppliers. This in turn will improve Suppliers ability to compete with each other.

Scotia Gas Networks considers the extension of data provision to MAMs as specified within Modification Proposal 0297 would provide increased access to central industry metering information enabling MAMs to correctly establish the meter asset information at a Supply Point where they are or were registered as the MAM. This facility would increase confidence and certainty in industry metering information and allow MAMs to more accurately price and target their metering services to gas Suppliers. This would subsequently facilitate improved competition by facilitating increased cost reflectivity in metering charges to Suppliers. In addition to this benefit the provision of increased metering information to MAMs would reduce the number of ad-hoc queries from MAMs to Supplier organisations relating to meter asset information.

Standard Special Condition A11.1 (e): so far as is consistent with subparagraphs (a) to (d), the provision of reasonable economic incentives for relevant suppliers to secure that the domestic customer supply security standards... are satisfied as respects the availability of gas to their domestic customers;

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (f): so far as is consistent with subparagraphs (a) to (e), the promotion of efficiency in the implementation and administration of the network code and/or the uniform network code;

Implementation would not be expected to better facilitate this relevant objective.

4 The implications of implementing the Modification Proposal on security of supply, operation of the Total System and industry fragmentation

No implications of implementing this Modification Proposal are envisaged on security of supply and operation of the Total System. The facilitation of increased information access for MAMs and RMAs would improve communication lines between Supplier organisations and MAMs/RMAs, strengthening commercial relationships and reducing the likelihood of industry fragmentation.

5 The implications for Transporters and each Transporter of implementing the Modification Proposal, including:

a) Implications for operation of the System:

No implications have been identified.

b) Development and capital cost and operating cost implications:

Although this Modification proposal does not create any additional User Pays services it is recognised that as a result of implementation a potential route to

access Protected Information for MAMs/ RMAs may be facilitated via the Internet Access to Data (IAD) system. This would require the system to be modified to restrict data access to the specified data items detailed in the Annex to this proposal. The Transporters' Agency has indicated the new IAD system should provide sufficient flexibility to allow this system modification at a minimal development cost to the Transporters. It should further be recognised that the operational costs of IAD (2) are unlikely to increase with the creation of additional MAM / RMA user accounts as the system utilises improved technological advancements to minimise manual activities associated with the management of accounts.

c) Extent to which it is appropriate to recover the costs, and proposal for the most appropriate way to recover the costs:

Any information provision service provided to RMAs / MAMs would be provided on a User Pays basis following the charging methodology as detailed in the current Agency Charging Statement (ACS).

d) Analysis of the consequences (if any) this proposal would have on price regulation:

None.

6 The consequence of implementing the Modification Proposal on the level of contractual risk of each Transporter under the Code as modified by the Modification Proposal

None.

7 The high level indication of the areas of the UK Link System likely to be affected, together with the development implications and other implications for the UK Link Systems and related computer systems of each Transporter and Users

As detailed in Section 5 (b) of this Modification Proposal, access to Protected Information may be facilitated via the IAD system which would be required to be amended to allow MAMs / RMAs to access only specific data items.

8 The implications of implementing the Modification Proposal for Users, including administrative and operational costs and level of contractual risk

Administrative and operational implications (including impact upon manual processes and procedures)

Allowing MAMS / RMAs access to Protected Information from the Transporters may reduce the requirement to contact Users directly for metering information thus reducing the administrative burden placed upon Users.

Development and capital cost and operating cost implications

Post implementation, were MAMs / RMAs to choose to access data items via the IAD system the overall baseline number of accounts would increase. Following the ACS charging methodology the individual charge per account would consequently decrease thus delivering cost reductions to users of the IAD system.

Consequence for the level of contractual risk of Users

No such risks have been identified.

9 The implications of implementing the Modification Proposal for Terminal Operators, Consumers, Connected System Operators, Suppliers, producers and, any Non Code Party

Implementation of this Modification Proposal would provide Meter Asset Manager organisations with increased access to industry metering information as defined under the Protected Information provisions in UNC Section V5. It would also provide MAM organisations with the choice to procure information provision services from the Transporters’ Agency.

10 Consequences on the legislative and regulatory obligations and contractual relationships of each Transporter and each User and Non Code Party of implementing the Modification Proposal

No such implications have been identified.

11 Analysis of any advantages or disadvantages of implementation of the Modification Proposal

Advantages

- No additional advantages have been identified.

Disadvantages

- None identified.

12 Summary of representations received (to the extent that the import of those representations are not reflected elsewhere in the Modification Report)

Organisation	Representation
British Gas	Supports
First:Utility	Supports
Gazprom	Supports
National Grid Distribution	Supports

Northern Gas Networks	Supports
RWE npower	Supports
Scotia Gas Networks	Supports
SSE	Supports
Wales & West Utilities	Supports

In summary, 9 representations were received all of which supported implementation of this proposal.

British Gas:

- recognises that MAMs sometimes need to be able to establish key information relating to the site to which they are appointed in order to operate.
- agrees that the current UNC rules in this area are too restrictive and therefore hinder the MAMs ability to commercially operate, potentially increasing costs for Suppliers in the market.
- considers that there is benefit for Suppliers in their appointed MAMs being able to validate metering information with the Network Owner, reducing the instance of data errors within their own systems and therefore improving the service which they offer customers.

First Utility, RWE npower, SSE and Wales & West Utilities considers it is appropriate to align information provision processes in the gas industry with those of the electricity industry in order to avoid discrepancies between the two. In addition implementation of the Proposal would promote efficiency by reducing the number of requests for this information made to Shippers.

Gazprom consider it is appropriate that information is only made available to the relevant party where they can demonstrate that they were the relevant party for that particular period relating to their request.

National Grid Distribution agrees with the views of the Proposer that revising the Protected Information provisions under Section V to permit the release of Supply Meter Point Information to Registered Metering Applicants (“RMAs”) would provide the following benefits to such organisations:

- identifies the existing type of metering asset at a Supply Meter Point allowing a RMA to more accurately price and invoice its services to a Supplier organisation.
- increases the certainty to RMA organisations of which meter assets they currently hold at a Supply Meter Point thus allowing more accurate and cost reflective billing to Suppliers for metering services.
- potentially reduces the number of queries between RMAs and multiple Suppliers as to the nature of metering assets existing at Supply Meter Points.

Northern Gas Networks, Scotia Gas Networks and Wales & West Utilities agree that this modification does not create a User Pays service in itself and is

supportive of MAMs/RMAs being subject to a non UNC Agency Services Charge for any provision of services resulting from the ability to release this data. Scotia Gas Networks added that MAMs would be able to enter into a commercial contract with the Transporters' agent for the provision of information, either bilaterally or through the Non-Code Services framework.

13 The extent to which the implementation is required to enable each Transporter to facilitate compliance with safety or other legislation

Implementation is not required to enable each Transporter to facilitate compliance with safety or other legislation.

14 The extent to which the implementation is required having regard to any proposed change in the methodology established under paragraph 5 of Condition A4 or the statement furnished by each Transporter under paragraph 1 of Condition 4 of the Transporter's Licence

Implementation is not required having regard to any proposed change in the methodology established under paragraph 5 of Condition A4 or the statement furnished by each Transporter under paragraph 1 of Condition 4 of the Transporter's Licence.

15 Programme for works required as a consequence of implementing the Modification Proposal

No programme of works would be required as a consequence of implementing the Modification Proposal.

16 Proposed implementation timetable (including timetable for any necessary information systems changes and detailing any potentially retrospective impacts)

Proposal could be implemented with immediate effect following direction from Ofgem.

17 Implications of implementing this Modification Proposal upon existing Code Standards of Service

No implications of implementing this Modification Proposal upon existing Code Standards of Service have been identified.

18 Recommendation regarding implementation of this Modification Proposal and the number of votes of the Modification Panel

At the Modification Panel meeting held on 19 August 2010, the Panel determined UNANIMOUSLY to recommend implementation of the Proposal.

The Panel Chair noted that nine representations had been received, all supporting implementation. He summarised that the Proposal sought to authorise the release of protected information to Meter Asset Managers (MAMs) and Registered Metering Applicants (RMAs). As a facilitating proposal, subsequent developments may authorise the release of data, but there

would be no change in data provision solely as a result of implementing the Proposal.

If additional data were to be released, this would improve the information available to MAMs and RMAs, potentially facilitating competition. Implementing this Proposal would remove a barrier to delivery of these benefits, and hence implementation would be consistent with facilitating the *code relevant objective* the promotion of efficiency in the implementation and administration of the network code and/or the uniform network code.

Members supported this summary.

19 **Transporter's Proposal**

This Modification Report contains the Transporter's proposal to modify the Code and the Transporter now seeks direction from the Gas and Electricity Markets Authority in accordance with this report.

20 **Text**

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION V - GENERAL

5 INFORMATION AND CONFIDENTIALITY

5.1 Transporter obligations

5.1.1 The Transporter shall secure that Protected Information is not:

(a) disclosed to any person other than:

(i) an officer or employee of the Transporter whose province it is to know the same; or

(ii) a professional adviser of or consultant to the Transporter; or

(iii) without prejudice to any requirement under the Transporter's Licence, any 10% Affiliate (other than an Affiliate which is the holder of a Shipper's Licence or a gas supplier's licence) of the Transporter in any such case in accordance with the requirements of paragraph 5.4; or

(b) used by the Transporter for any purpose other than carrying on the Transporter Activities.

5.1.2 "**Transporter Activities**" means the carrying on of transportation business (as defined in the Transporter's Licence), the operation, administration, maintenance and development of a relevant System and, the National Grid LNG Storage Facilities (in the case only of National Grid NTS), facilitation of connections to a relevant System, and the implementation and performances of the Code, the Framework Agreement, any Ancillary Agreement and any Siteworks Contract.

5.1.3 In this paragraph 5 references to Users include DNO Users.

5.2 User obligations

5.2.1 Each User shall secure that Protected Information is not:

- (a) disclosed to any person other than:
 - (i) an officer or employee of the User whose province it is to know the same; or
 - (ii) a professional adviser of or consultant to that User or a User Agent appointed by that User; or
 - (iii) a 10% Affiliate (other than an Affiliate which is the holder of a Gas Transporter's Licence) of that User; or
 - (iv) subject to paragraph 5.2.3, a consumer or a supplier in any such case in accordance with the requirements of paragraph 5.4; or
- (b) used by such User for any purpose other than one expressly contemplated by the Code or any Ancillary Agreement or Siteworks Contract to which such User is party.

5.2.2 GT Section B2.4.1 shall not apply in respect of this paragraph 5.

5.2.3 For the purposes of paragraph 5.2.1(a)(iv) Protected Information relating to a Supply Point may be disclosed to the supplier or consumer to the extent reasonably necessary to enable the conclusion and implementation of a contract of sale to the supplier (where relevant) and a contract of supply to the consumer.

5.3 Protected Information

5.3.1 In this Section "**Protected Information**" means:

- (a) for the purposes of the Transporter's obligations under paragraph 5.1:
 - (i) any information relating to the affairs of a User which is obtained by the Transporter pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that User is party;
 - (ii) the terms of any Ancillary Agreement;
- (b) for the purposes of a User's obligations under paragraph 5.2:
 - (i) any information relating to the affairs of the Transporter or of another User which is obtained by the User pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which the User and (in relation to another User) that other User are party;
 - (ii) the terms of any Ancillary Agreement to which that User is party.

5.3.2 For the purposes of paragraph 5.3.1:

- (a) information obtained by a Party in the course of the negotiation of the Code or a Framework Agreement shall be Protected Information only insofar as such information was obtained in writing;
- (b) the following information shall (without prejudice to the generality of paragraph 5.3.1(a)(i)) be treated as information relating to the affairs of a User:

- (i) the identity, address and any other details of a supplier or consumer, or any representative thereof, insofar as disclosed by the User to the Transporter pursuant to or for the purposes of the Code;
- (ii) (without prejudice to paragraph 5.5.2(d)) information provided by the User to the Transporter pursuant to Sections L and O and details of the User's Code Credit Limit and record of payment of charges under the Code;
- (c) the following information shall (without prejudice to the generality of paragraph 5.3.1(b)(i)) be treated as relating to the affairs of the Transporter: details of Demand Models, End User Categories and other information provided by that Transporter to Users pursuant to Section H; the UK Link Manual; information (other than information referred to in paragraph (b)) which is maintained or recorded in the UK Link System.

5.3.3 The terms of the Code and a Framework Agreement are not Protected Information.

5.3.4 For the avoidance of doubt, the provisions of the Code are without prejudice to the requirements of the Data Protection Act 1998.

5.4 Terms of permitted disclosure

Where Protected Information is disclosed by the Transporter as permitted under paragraph 5.1.1(a) or by a User as permitted under paragraph 5.2.1(a), the Disclosing Party shall (without prejudice to its obligations under paragraph 5.1.1 or 5.2.1) take all reasonable steps to secure that the person to whom the information is disclosed:

- (a) is aware of the Disclosing Party's obligations under paragraph 5.1.1 or 5.2.1 in relation thereto; and
- (b) does not use or disclose the information other than as is permitted of such Party in accordance with paragraph 5.1.1 or 5.2.1.

5.5 Exceptions

5.5.1 For the purposes of this paragraph 5.5, "**Disclosing Party**" and "**Protected Party**" shall be construed as follows:

- (a) for the purposes of the Transporter's obligations under paragraph 5.1, the Disclosing Party is the Transporter and the Protected Party is the User to whose affairs any Protected Information relates;
- (b) for the purposes of a User's obligations under paragraph 5.2, the Disclosing Party is such User and the Protected Party is the Party (either the Transporter or another User) to whose affairs any Protected Information relates.

5.5.2 Nothing in paragraph 5.1 or 5.2 shall apply:

- (a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has consented in writing;
- (b) to any Protected Information which:

- (i) before it is obtained by the Disclosing Party is in the public domain; or
- (ii) after it is obtained by the Disclosing Party enters the public domain
 - (iii) in either case otherwise than as a result of a breach by the Disclosing Party of its obligations under paragraph 5.1 or 5.2;
- (c) to the disclosure of any Protected Information to any person if and to the extent that the Disclosing Party is required to make such disclosure to such person:
 - (i) in compliance with the duties of the Disclosing Party under the Act or any other requirement of a Competent Authority; or
 - (ii) in compliance with the conditions of the Transporter's Licence or (as the case may be) Shipper's Licence held by the Disclosing Party or any document referred to in such licence with which the Disclosing Party is required by virtue of the Act or such licence to comply; or
 - (iii) in compliance with any other Legal Requirement; or
 - (iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
 - (v) pursuant to any provision of GT Section A or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the Disclosing Party;
- (d) to any Protected Information to the extent that the Disclosing Party is expressly permitted or required to disclose that information under the terms of any agreement or arrangement made with the Protected Party or to which it is party (including the Code, the relevant Framework Agreement and any Ancillary Agreement to which the Protected Party is party or bound);
- (e) to the disclosure of Protected Information to any lending or other financial institution proposing to provide or arrange the provision of finance to the Disclosing Party, where and to the extent that the disclosure of such information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the information is disclosed undertakes in writing to and in terms reasonably satisfactory to the Protected Party to maintain the confidentiality of such information;
- (f) to the disclosure of any Protected Information to the Authority, where the Disclosing Party considers in good faith that the Protected Party may be in breach of a condition of the Transporter's Licence or (as the case may be) the Shipper's Licence, to the extent reasonably necessary to draw such possible breach to the attention of the Authority;
- (g) to the disclosure of any Protected Information to any person proposing to make a connection directly or indirectly to a System, where and to the extent that the disclosure of such information is reasonably required for the purposes of supporting the Transporter's charges or requirement to allow such proposed connection to a System to be made and provided that the person to whom the information is to be disclosed is informed in writing of the confidentiality of such information and that prior to disclosure, such person has entered into a confidentiality agreement with the Transporter which prohibits use or disclosure of such Protected Information in terms no less onerous than those contained in this paragraph 5;
- (h) to the disclosure of Protected Information to the Transporter Agency to the extent such disclosure is necessary for the purposes of the undertaking by the Transporter Agency of the Transporter Agency Activities.

5.5.3 Nothing in paragraph 5.1 shall apply to the disclosure by the Transporter of Protected Information:

- (a) to any person to the extent such disclosure is required pursuant to the Modification Rules;
- (b) to any UK Link User where such information is contained in a User Trade Communication transmitted to such UK Link User in accordance with the requirements of Section U5 or is accessible by such UK Link User by or from UK Link in accordance with any function or facility of UK Link described in the UK Link Manual;
- (c) to any User Agent where the disclosure by the Transporter of such Protected Information to the appointing User would not have infringed paragraph 5.1;
- (d) referred to in paragraph 5.3.2(b)(i) where the supplier or consumer concerned has consented to such disclosure pursuant to a Siteworks Contract, Network Exit Provisions or other document contemplated by the Act, the Transporter's Licence or the Code as being entered into by the Transporter and the consumer;
- (e) to the Authority where such information is accessible by the Authority by or from the UK Link System to the extent of the access and in accordance with any function or facility thereof described in the UK Link Manual;
- (f) to the Trading System Operator to the extent required pursuant to the provisions of Section D or to any person to the extent required pursuant to the Trading System Arrangements;
- (g) to a consumer or an appropriate person to the extent designated by the authority within Standard Special Condition 31 of the Transporter's Licence and a supplier shall be an appropriate person pursuant to Standard Special Condition 31((2)(d)(ii) where its application is for the receipt of data for change of supplier purposes;
- (h) to another Transporter to the extent such disclosure is required for the purposes of the Code or the Transporter's Licence;
- (i) to a contractor or agent of the Transporter where the contractor or agent has entered into a confidentiality agreement with the Transporter on terms no less onerous than those of this paragraph 5; or
- (j) to any person pursuant to an application made in accordance with paragraph 7.3 ('Other User Access') of Schedule 23, version dated 7 November 2008, contained in the Supply Point Administration Agreement ('SPAA') 11th June 2004 made between the parties listed in Schedule 1 of the SPAA.

5.5.4 Where:

- (a) the Disclosing Party has complied with the requirements of Section U1.8; and
- (b) notwithstanding such compliance a person obtains any Protected Information by unauthorised access to any element of UK Link for the security of which the Disclosing Party is (in accordance with Section U) responsible the Disclosing Party shall not be in breach of paragraph 5.1 or 5.2 by virtue of such person having so obtained such Protected Information.

5.6 Survival

The provisions of paragraphs 5.1 to 5.5 shall continue, for a period of 3 years after the

User Discontinuance Date, to bind a Discontinuing User and (as respects the Discontinuing User) the Transporter and each other User, notwithstanding that the Discontinuing User has ceased to be a User and irrespective of the reason for such cessation.

5.7 Transporter's Licence

Nothing in the Code, a Framework Agreement or any Ancillary Agreement shall be construed as requiring the Transporter to disclose or use any information in breach of any requirement of the Transporter's Licence.

5.8 Data ownership

5.8.1 Subject to paragraph 5.8.2(a), the data, including metering data, which is processed by or recorded or maintained on the UK Link System (including all intellectual property rights in such data) shall belong for the purposes of the Code to the Transporter which owns or operates the System to which such data relates; and subject to paragraph

5.8.2(b) the Transporter may, but without prejudice to paragraph 5.1 or any other requirement of the Code, use and deal with such data as it thinks fit.

5.8.2 Where pursuant to the Code a User provides or arranges for the provision of data to a Transporter:

- (a) such data (as provided to the Transporter by the User) shall belong to the User;
- (b) the User hereby grants to the Transporter (its successors, assigns, agents and contractors) a perpetual, non-exclusive, royalty-free licence (which shall survive the User Discontinuance Date) in respect of such data and all intellectual rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of the Code and for other purposes contemplated by the Code, but not otherwise;
- (c) paragraph 5.8.1 shall apply in respect of data derived (pursuant to any process) by the Transporter from such data and in all compilations created by or on behalf of the Transporter of such data.

5.8.3 Where pursuant to the Code the Transporter provides data to a User or data which is recorded or maintained on the UK Link System is available to a User, the User shall (but without prejudice to paragraph 5.2) be entitled without charge to use such data for the purposes of performance and implementation of the Code, and for other purposes contemplated by the Code, but not otherwise.

5.9 Operational and Market Data

5.9.1 Subject to the provisions of paragraph 5.9.2 and the other provisions of the Code, National Grid NTS shall arrange for the data referred to in Annex V-1, ("**Operational and Market Data**") to be published or made available in the manner specified in Annex V-1.

5.9.2 National Grid NTS shall not be obliged to publish or make available operational and market data pursuant to paragraph 5.9.1 where that data is not available to National Grid NTS.

5.9.3 National Grid NTS shall issue (by means of publication on its website) an alert (a “**Gas Balancing Alert**”) where, after forecasting demand for a Gas Flow Day in accordance with Section H 5.2.3 and Section H5.2.4 on the Preceding Day, the Forecast Total System Demand for the Gas Flow Day in question is greater than or equal to the Forecast Total System Supply for such Gas Flow Day.

5.9.4 National Grid NTS may issue (by means of publication on its website) a Gas Balancing Alert where during a Gas Flow Day, an incident is notified to National Grid NTS that would (in the reasonable opinion of National Grid NTS) reduce the Forecast Total System Supply for that Gas Flow Day by at least twenty five (25) MCM per Day and the remaining Forecast Total System Supply for that Gas Flow Day is less than or equal to the Forecast Total System Demand.

5.9.5 Where a Gas Balancing Alert is issued, it shall remain in force until the end of the Gas Flow Day to which it applies.

5.9.6 For the purposes of the Code:

(a) “**Forecast Total System Supply**” means the anticipated maximum daily supply to the Total System for the Gas Flow Day in question incorporating only the sum of the quantity of gas that could be withdrawn in aggregate from relevant Storage Facilities and delivered to the Total System on such Gas Flow Day without breaching the Two Day Ahead Minimum Storage Deliverability Amount; and

(b) “**Two Day Ahead Minimum Storage Deliverability Amount**” means, a quantity of gas from the Safety Monitor for all Storage Facility Types that could be withdrawn from all relevant Storage Facility Types in two (2) Days at their respective maximum withdrawal rates. For the purposes of this paragraph a Storage Facility will be a “**relevant**” Storage Facility if

(i) it is a Storage Facility whose deliverability and/or storage space National Grid NTS has used in the calculation of the Safety Monitor and

(ii) the quantity of gas stored in that Storage Facility and available for withdrawal is greater than or equal to the quantity of gas that could be withdrawn from that Storage Facility in two (2) Days at its maximum withdrawal rate.

5.10 System Operator Commodity Charge Information

5.10.1 National Grid NTS shall arrange for the information referred to in Annex V-2 (“**SO Commodity Charge Information**”) to be published in the manner and frequency specified in Annex V-2.

5.10.2 Where National Grid NTS is not reasonably able to publish SO Commodity Charge Information in the manner and frequency set out in Annex V-2, the requirements of paragraph V5.10.1 shall not apply, and National Grid NTS shall publish the SO Commodity Charge Information as soon as is reasonably practicable.

5.11 Disclosure of Supply Meter Point Information ~~ier Identity~~ (Annex V-5)

5.11.1 Where in respect of any Supply Point the Transporter is requested by a

Registered Metering Applicant to disclose to such Registered Metering Applicant the information detailed in Annex V-5 (“Supply Meter Point Information”) ~~identity of a supplier~~ then the Registered User of such Supply Point agrees that any such request will be regarded as made on behalf of such Registered User and accordingly the Transporter is authorised by such Registered User to disclose such Supply Meter Point Information ~~supplier identity~~ to the Registered Metering Applicant in accordance with such request.

5.11.2 For the purposes of paragraph 5.11.1, "**Registered Metering Applicant**" is any person who ~~has been~~ is registered to request and receive Supply Meter Point Information ~~supplier identity~~ from the Transporter or any person who is not currently registered to request and receive Supply Meter Point Information but such request relates to a period when they were previously registered to request and receive Supply Meter Point Information pursuant to an appropriate registration scheme administered by the Transporter.

5.12 Transportation Revenue Information

In each calendar month the NTS Operator shall (subject to any confidentiality obligations to which it may from time to time be subject) arrange for the relevant information referred to in Annex V-3 (for the purposes of this paragraph 5.12 and Annex V-3, "**transportation revenue information**") to be published on such website as may be notified by the NTS Operator to Users from time to time, within 15 Business Days following the end of the immediately preceding calendar month (for the purposes of this paragraph 5.12 and Annex V-3, the "**immediately preceding month**").

5.13 DN Operator Cost Information

5.13.1 For the purposes of this paragraph 5.13 and Annex V4.

- (a) "**Quarter**" shall mean a three month period ending on November, February, May and August (inclusive) in any year;
- (b) "**Forecast Collected Revenue**" shall mean the DN Operator's reasonable estimate of the revenue to be recovered in respect of the relevant Formula Year referred to using such criteria as the DN Operator shall consider reasonably appropriate and having regard to the provisions of the DN Operator's Transportation Statement and any revenue or price control restrictions to which it may be subject from time to time (it being acknowledged that such estimate may be subject to revision from time to time);
- (c) "**Final Allowed Revenue**" shall mean an amount reasonably determined by the DN Operator on an accruals basis (based on such information as is reasonably available to it at the relevant time) of revenue recovered or to be recovered in respect of a relevant Formula Year (it being acknowledged that such amount may be subject to a re-determination from time to time);
- (d) The terms "**Z, F and K**" shall have the meanings attributed to them in the relevant DN Operator's Gas Transporters' Licence in respect of the relevant Formula Year;
- (e) references to incentives, payments and adjustments are to be construed in aggregate in the context of a Distribution Network;
- (f) "**Cost Information**" shall mean the information in respect of the relevant

Formula Year set out in Annex V4 in the format prescribed from time to time, including any commentary as appropriate;

(g) **“Required Date”** shall mean the 10th Business Day of the second calendar month following the end of the Quarter for which the information prescribed in Annex V4 is being provided.

5.13.2 A DN Operator shall arrange for the publication each Quarter of the Cost Information by the Required Date on the website of the Joint Office of Gas Transporters.

5.13.3 Cost Information beyond the expiry of the DN Operator price control period ending 31 March 2013 will be based on assumptions to be subject to further agreement between the DN Operators and Shippers.

5.14 Incident Communications

5.14.1 The Transporter shall, as soon as reasonably practicable after the occurrence of any of the incidents referred to in paragraph 5.14.2 below (subject always to any obligations of confidentiality and to any obligations (whether pursuant to any Legal Requirement or otherwise) which the Transporter may reasonably determine have a higher priority in the event of an incident) provide to relevant Users such information regarding the incident as is set out in the document entitled ‘Schedule for Shipper Communications in Incidents of CO Poisoning, Gas Fire/ Explosions and Local Gas Supply Emergency’ as such document may from time to time be amended by the Transporters upon notice to Users (the **“Shipper Incident Communication Procedure”**).

5.14.2 The incidents referred to in paragraph 5.14.1 above are:

- (a) explosions or fires due to an escape of gas;
- (b) incidents involving death or major injury due to carbon monoxide poisoning from gas; and
- (c) incidents resulting in a failure to supply more than 250 System Exit Points at any one time, in each case as more particularly described and defined in the Shipper Incident Communication Procedure.

5.14.3 The Shipper Incident Communication Procedure shall contain the methods by which a User may obtain the information set out therein.

Annex V-[5]

Table of Supply Meter and Supply Meter Point data fields available (subject to verification) to the Registered Metering Applicant upon request.

Data Field Name
meter point reference number*
meter serial number

supply point address
meter status
confirmation effective date
supplier
LDZ identifier
device type (meter)
fitted date (meter)
Gas Act Owner (Meter)
number of dials (meter)
manufacturer (meter)
model (meter)
units (meter)
correction factor
year of manufacture (meter)
device status (meter)
meter capacity
serial number (corrector)
device type (corrector)
fitted date (corrector)
number of dials (corrector)
manufacturer (corrector)
model (corrector)
units (corrector)
year of manufacture (corrector)
device Status (corrector)
link code (meter)
meter mechanism
diaphragm type
meter point status

* the meter point reference number will be that provided by the Registered Metering Applicant, and against which the data is to be provided. Data will only be provided where the Registered Metering Applicant is the Registered Metering Applicant as recorded against the Supply Meter in UK Link.

For and on behalf of the Relevant Gas Transporters:

Tim Davis
Chief Executive, Joint Office of Gas Transporters