

**CUSC - SECTION 8**

**CUSC AMENDMENT**

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## CUSC - SECTION 8

### CUSC AMENDMENT

#### 8.1 INTRODUCTION

- 8.1.1 This section of the **CUSC** sets out how the **CUSC** is to be amended. An amendment to the **CUSC** may necessitate an amendment to relevant **Bilateral Agreements** and/or to the **Mandatory Services Agreements** (and/or in certain circumstances the relevant **Construction Agreement**) and in those circumstances those agreements contain provisions for such alterations to be effected to those agreements.
- 8.1.2 There is a need to bring proposed amendments to the attention of **CUSC Parties** and others, to discuss such proposals and to report on them to the **Authority** and in furtherance of these this Section 8 provides for the establishment of an **Amendments Panel** and **Working Groups** and **Standing Groups** and for consultation by **NGC**.

#### 8.2 THE AMENDMENTS PANEL

##### 8.2.1 Establishment and Composition

- 8.2.1.1 **NGC** shall establish and maintain the **Amendments Panel**, which shall be the standing body to carry out the functions referred to in Paragraph 8.2.3.
- 8.2.1.2 The **Amendments Panel** shall comprise the following members:
- (a) the person appointed as the chairman of the **Amendments Panel** (the "**Panel Chairman**") by **NGC** in accordance with Paragraph 8.3.1, who shall (subject to Paragraph 8.10.4) be a non-voting member;
  - (b) not more than seven persons appointed by **Users** in accordance with Paragraph 8.3.2;
  - (c) two persons appointed by **NGC** in accordance with Paragraph 8.3.2;

- (d) not more than one person appointed by the **GECC** representing all categories of customers, appointed in accordance with Paragraph 8.3.2; and
- (e) the person appointed (if the **Authority** so decides) by the Authority in accordance with Paragraph 8.3.3.

8.2.1.3 The **Amendments Panel** shall be assisted by a secretary ("**Panel Secretary**"), who shall be a person appointed and provided by **NGC** and who shall be responsible for the administration of the **Amendments Panel** and **Amendment Proposals**.

#### 8.2.2 Authority's Representative

A representative of the **Authority** shall be entitled to attend **Amendments Panel** meetings as an observer and may speak at any meeting. The **Authority** shall from time to time notify the **Panel Secretary** of the identity of the observer.

#### 8.2.3 Functions of the Amendments Panel and NGC's Role

8.2.3.1 The **Amendments Panel** shall have the functions assigned to it in this Section 8.

8.2.3.2 Without prejudice to Paragraph 8.2.3.1 and to the further provisions of this Section 8, the **Amendments Panel** shall endeavour at all times to operate:

- (a) in an efficient, economical and expeditious manner, taking account of the complexity, importance and urgency of particular **Amendment Proposals**; and
- (b) with a view to ensuring that the **CUSC** facilitates achievement of the **Applicable CUSC Objectives**.

8.2.3.3 **NGC** shall be responsible for implementing or supervising the implementation of **Approved Amendments** in accordance with the provisions of the **CUSC** which shall reflect the production of the revised **CUSC** and any amendments to **NGC's** systems and processes necessary for the implementation of the **Approved Amendment**. However, it will not include the implementation of

**Users'** systems and processes. **NGC** will carry out its role in an efficient, economical and expeditious manner and (subject to any extension granted by the **Authority** where **NGC** has applied for one having become aware of any circumstance which is likely to cause a delay in the implementation of an **Approved Amendment**) in accordance with the date specified by the **Authority** in its approval.

#### 8.2.4 Duties of Panel Members

8.2.4.1 A person appointed as a **Panel Member**, or an **Alternate Member**, by **Users** under Paragraph 8.2.1 or 8.6.2, by the **Authority** under Paragraph 8.3.3 and the person appointed as **Panel Chairman** under Paragraph 8.3.1, and each of their alternates when acting in that capacity:

- (a) shall act impartially and in accordance with the requirements of the **CUSC**; and
- (b) shall not be representative of, and shall act without undue regard to the particular interests of:
  - (i) the body of person or persons by whom he was appointed as **Panel Member**; and
  - (ii) any **Related Person** from time to time.

8.2.4.2 Such a person shall not be appointed as a **Panel Member** or an **Alternate Member** (as the case may be) unless he shall have first:

- (a) confirmed in writing to **NGC** for the benefit of all **CUSC Parties** that he agrees to act as a **Panel Member** or **Alternate Member** in accordance with the **CUSC** and acknowledges the requirements of Paragraphs 8.2.4.1 and 8.2.4.3;
- (b) where that person is employed, provided to the **Panel Secretary** a letter from his employer agreeing that he may act as **Panel Member** or **Alternate Member**, and that the requirement in Paragraph 8.2.4.1(b) shall prevail over his duties as an employee.

8.2.4.3 A **Panel Member** or **Alternate Member** shall, at the time of appointment and upon any

change in such interests, disclose (in writing) to the **Panel Secretary** any such interests (in relation to the **CUSC**) as are referred to in Paragraph 8.2.4.1(b).

8.2.4.4 Upon a change in employment of a **Panel Member** or **Alternate Member**, he shall so notify the **Panel Secretary** and shall endeavour to obtain from his new employer and provide to the **Panel Secretary** a letter in the terms required in Paragraph 8.2.4.2(b); and he shall be removed from office if he does not do so within a period of 60 days after such change in employment.

### 8.3 APPOINTMENT OF PANEL MEMBERS

#### 8.3.1 Panel Chairman

- (a) The **Panel Chairman** shall be a person appointed (or re-appointed) by **NGC** and shall be an executive director (or other senior employee) of **NGC**.
- (b) A person shall be appointed or re-appointed as the **Panel Chairman** where **NGC** has given notice to the **Panel Secretary** of such appointment, with effect from the date of such notice or (if later) with effect from the date specified in such notice.
- (c) The term of office of the **Panel Chairman** shall be a period expiring on 30 March every 3rd year following the **CUSC Implementation Date**. The **Panel Chairman** shall be eligible for reappointment on expiry of his term of office.

#### 8.3.2 Other Panel Members

- (a) **Users** may appoint **Panel Members** (and **Alternate Members**) by election in accordance with Annex 8A.
- (b) The **GECC** may appoint one person as a **Panel Member** representing customers by giving notice of such appointment to the **Panel Secretary**, and may remove and re-appoint by notice.
- (c) **NGC** may appoint two persons as **Panel Members** by giving notice of such appointment to the **Panel Secretary**, and may remove and re-appoint by notice.

#### 8.3.3 Appointment of Further Member

- (a) If in the opinion of the **Authority** there is a class or category of person (whether or not a **CUSC Party** or a **BSC Party**) who have interests in respect of the **CUSC** but whose interests:
  - (i) are not reflected in the composition of **Panel Members** for the time being appointed; but
  - (ii) would be so reflected if a particular person was appointed as an additional **Panel Member**,then the **Authority** may at any time appoint (or re-appoint) that person as a **Panel Member** by giving notice of such appointment to the **Panel Secretary** but in no event shall the **Authority** be able to appoint more than one person so that there could be more than one such **Panel Member**.
- (b) A person appointed as a **Panel Member** pursuant to this Paragraph 8.3.3 shall remain appointed, subject to Paragraphs 8.4 and 8.5, notwithstanding that the conditions by virtue of which he was appointed (for example that the interests he reflects are otherwise reflected) may cease to be satisfied.

#### 8.3.4 Natural Person

No person other than an individual shall be appointed a **Panel Member** or his alternate.

### 8.4 **TERM OF OFFICE**

The term of office of a **Panel Member** (other than the **Panel Chairman**) and **Alternate Members** shall be a period expiring on 30 September every second year following the **CUSC Implementation Date**. A **Panel Member** and **Alternate Member** shall be eligible for reappointment on expiry of his term of office.

### 8.5 **REMOVAL FROM OFFICE**

- 8.5.1 A person shall cease to hold office as a **Panel Member** or an **Alternate Member**:
  - (a) upon expiry of his term of office unless re-appointed;
  - (b) if he:
    - (i) resigns from office by notice delivered to the **Panel Secretary**;

- (ii) becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - (iii) is or may be suffering from mental disorder and either is admitted to hospital in pursuance of an application under the Mental Health Act 1983 or an order is made by a court having jurisdiction in matters concerning mental disorder for his detention or for the appointment of a receiver, *curator bonis* or other person with respect to his property or affairs;
  - (iv) becomes prohibited by law from being a director of a company under the Companies Act 1985;
  - (v) dies; or
  - (vi) is convicted on an indictable offence; or
- (c) if the **Amendments Panel** resolves (and the **Authority** does not veto such resolution by notice in writing to the **Panel Secretary** within 15 **Business Days**) that he should cease to hold office on grounds of his serious misconduct;
- (d) if the **Amendments Panel** resolves (and the **Authority** does not veto such resolution by notice in writing to the **Panel Secretary** within 15 **Business Days**) that he should cease to hold office due to a change in employer notwithstanding compliance with Paragraph 8.2.4.4.

8.5.2 An **Amendments Panel** resolution under Paragraph 8.5.1(c) or (d) shall, notwithstanding any other paragraph, require the vote in favour of at least all **Panel Members** less one (other than the **Panel Member** or **Alternate Member** who is the subject of such resolution) and for these purposes an abstention shall count as a vote cast in favour of the resolution.

8.5.3 A person shall not qualify for appointment as a **Panel Member** or **Alternate Member** if at the time of the proposed appointment he would be required by the above paragraph to cease to hold that office.

8.5.4 The **Panel Secretary** shall give prompt notice to all **Panel Members**, all **CUSC Parties** and the **Authority** of the appointment or re-appointment of any **Panel Member** or



**Alternate Member** or of any **Panel Member** or **Alternate Member** ceasing to hold office.

## 8.6 ALTERNATES

### 8.6.1 Alternate: Panel Chairman

The **Panel Chairman** shall preside at every meeting of the **Amendments Panel** at which he is present. If he is unable to be present at a meeting, he may appoint an alternate (who shall be a senior employee of **NGC**) to act as the **Panel Chairman**, who may or may not be a **Panel Member**. If neither the **Panel Chairman** nor his alternate is present at the meeting within half an hour of the time appointed for holding the meeting, the **Panel Members** present may appoint one of their number to be the chairman of the meeting.

### 8.6.2 Alternate(s): Users Panel Members

- (a) At the same time that **Users** appoint **Panel Members** under Paragraph 8.3.2, they shall appoint up to five (5) alternate members for **Users' Panel Members** ("**Alternate Members**") by election in accordance with Annex 8A.
- (b) Such **Alternate Members** will form a group from which **Panel Members** appointed by **Users** or by the **Authority** may select a person to act as their alternate under this Paragraph 8.6.
- (c) A **Panel Member** appointed by **Users** may appoint such an **Alternate Member** to be his alternate for any one **Amendments Panel** meeting, and may remove a person so appointed as alternate, by giving notice of such appointment or removal to the **Panel Secretary**. A **Panel Member** must chose an **Alternate Member** who has not been already chosen by another **Panel Member** for that **Panel Meeting**. If there are no **Alternate Members** left who have not already been so chosen by another **Panel Member**, the **Panel Member** may chose as his alternate any **Alternate Member** or other **Panel Member** who is not already acting as alternate for more than one **Panel Member**.

### 8.6.3 Alternates: Other Panel Members

A **Panel Member** other than those appointed by **Users** may appoint a person (whether or not a **Panel Member**) to be his alternate, and may remove a person so appointed as alternate,

by giving notice of such appointment or removal to the **Panel Secretary**.

8.6.4 Alternates: General Provisions

- (a) The appointment or removal by a **Panel Member** of an alternate shall be effective from the time when such notice is given to the **Panel Secretary** or (if later) the time specified in such notice.
- (b) The **Panel Secretary** shall promptly notify all **Panel Members** and **CUSC Parties** of appointment or removal by any **Panel Member** of any alternate.
- (c) In accordance with Paragraph 8.6.2, an alternate may act as alternate for more than one **Panel Member**.

8.6.5 Alternates: Rights, Cessation and References

- (a) Where the **Panel Chairman** or a **Panel Member** has appointed an alternate:
  - (i) the alternate shall be entitled:
    - (aa) unless the appointing **Panel Member** shall otherwise notify the **Panel Secretary**, to receive notices of meetings of the **Amendments Panel**;
    - (bb) to attend, speak and vote at any meeting of the **Amendments Panel** at which the **Panel Member** by whom he was appointed is not present, and at such meeting to exercise and discharge all of the functions, duties and powers of such **Panel Member**;
  - (ii) the alternate shall cast one vote for each **Panel Member** by whom he was appointed, in addition (where he is a **Panel Member** himself) to his own vote;
  - (iii) Paragraphs 8.7, 8.8, 8.9, 8.10 and 8.11 shall apply to the alternate as if he were the appointing **Panel Member** and a reference to a **Panel Member** elsewhere in the **CUSC** shall, unless the context otherwise requires, include his duty appointed alternate.

- (iv) for the avoidance of doubt, the appointing **Panel Member** shall not enjoy any of the rights transferred to the alternate for the period of appointment of the alternate.
- (b) A person appointed as an alternate shall automatically cease to be such alternate:
  - (i) if the appointing **Panel Member** ceases to be a **Panel Member**;
  - (ii) if any of the circumstances in Paragraph 8.5.1(b) applies in relation to such person.

## 8.7 MEETINGS

8.7.1 The **Amendments Panel** shall (subject to Paragraph 8.7.2) hold regular meetings on the first **Business Day** of each month of the year.

8.7.2 A regular meeting of the **Amendments Panel** may be cancelled if:

- (a) the **Panel Chairman** considers, having due regard to the lack of business in the agenda, that there is no business for the **Amendments Panel** to conduct and requests the **Panel Secretary** to cancel the meeting;
- (b) the **Panel Secretary** notifies all **Panel Members**, not less than 5 **Business Days** before the date for which the meeting is to be convened, of the proposal to cancel the meeting; and
- (c) by the time 3 **Business Days** before the date for which the meeting is or is to be convened, no **Panel Member** has notified the **Panel Secretary** that he objects to such cancellation.

8.7.3 If any **Panel Member** wishes, acting reasonably, to hold a special meeting (in addition to regular meetings under Paragraph 8.7.1) of the **Amendments Panel**:

- (a) he shall request the **Panel Secretary** to convene such a meeting and inform the **Panel Secretary** of the matters to be discussed at the meeting;
- (b) the **Panel Secretary** shall promptly convene the special meeting for a day as soon as practicable but not less than 5 **Business Days** after such request.

- 8.7.4 Any meeting of the **Amendments Panel** shall be convened by the **Panel Secretary** by notice (which will be given by electronic mail if the relevant details are supplied to the **Panel Secretary**) to each **Panel Member** (and to the **Authority**):
- (a) setting out the date, time and place of the meeting and (unless the **Amendments Panel** has otherwise decided) given at least five (5) **Business Days** before the date of the meeting;
  - (b) accompanied by an agenda of the matters for consideration at the meeting and any supporting papers available to the **Panel Secretary** at the time the notice is given (and the **Panel Secretary** shall circulate to **Panel Members** any late papers as and when they are received by him).
- 8.7.5 The **Panel Secretary** shall send a copy of the notice convening a meeting of the **Amendments Panel**, and the agenda and papers accompanying the notice, each **CUSC Party** and each **BSC Party** at the same time at which notice is given to the **Panel Members**.
- 8.7.6 Any **Panel Member** may notify matters for consideration at a meeting of the **Amendments Panel** in addition to those notified by the **Panel Secretary** under Paragraph 8.7.5 by notice to all **Panel Members** and persons entitled to receive notice under Paragraph 8.7.5, not less than three (3) **Business Days** before the date of the meeting.
- 8.7.7 The proceedings of a meeting of the **Amendments Panel** shall not be invalidated by the accidental omission to give or send notice of the meeting or a copy thereof or any of the accompanying agenda or papers to, or failure to receive the same by, any person entitled to receive such notice, copy, agenda or paper.
- 8.7.8 A meeting of the **Amendments Panel** may consist of a conference between **Panel Members** who are not all in one place (although at least one must be at the venue in the notice of meeting) but who are able (by telephone or otherwise) to speak to each of the others and to be heard by each of the others simultaneously.
- 8.7.9 With the consent of all **Panel Members** (whether obtained before, at or after any such meeting) the requirements of this Paragraph 8.7 as to the manner in and notice on which a meeting of the **Amendments Panel** is convened may be waived or modified provided that no meeting of the

**Amendments Panel** shall be held unless notice of the meeting and its agenda has been sent to the persons entitled to receive the same under Paragraph 8.7.5 at least 24 hours before the time of the meeting.

8.7.10 Subject to Paragraph 8.7.11, no matter shall be resolved at a meeting of the **Amendments Panel** unless such matter was contained in the agenda accompanying the **Panel Secretary's** notice under Paragraph 8.7.4 or was notified in accordance with Paragraph 8.7.6.

8.7.11 Where:

- (a) any matter (not contained in the agenda and not notified pursuant to Paragraph 8.7.7) is put before a meeting of the **Amendments Panel**, and
- (b) in the opinion of the **Amendments Panel** it is necessary (in view of the urgency of the matter) that the **Amendments Panel** resolve upon such matter at the meeting

the **Amendments Panel** may so resolve upon such matter, and the **Amendments Panel** shall also determine at such meeting whether the decision of the **Amendments Panel** in relation to such matter should stand until the following meeting of the **Amendments Panel**, in which case (at such following meeting) the decision shall be reviewed and confirmed or (but not with effect earlier than that meeting, and only so far as the consequences of such revocation do not make implementation of the **CUSC** or compliance by **CUSC Parties** with it impracticable) revoked.

## 8.8 PROCEEDINGS AT MEETINGS

8.8.1 Subject as provided in the **CUSC**, the **Amendments Panel** may regulate the conduct of and adjourn and reconvene its meetings as it sees fit.

8.8.2 Meetings of the **Amendments Panel** shall be open to attendance by a representative of any **CUSC Party**, any **BSC Party** or the **GECC** and any person invited by the **Panel Chairman** and/or any **Panel Member**.

8.8.3 The **Panel Chairman** and any **Panel Member** may invite any person invited by them under Paragraph 8.8.2, and/or any attending representative of a **CUSC Party**, to speak at the meeting (but such person shall have no vote).

- 8.8.4 As soon as practicable after each meeting of the **Amendments Panel**, the **Panel Secretary** shall prepare and send (by electronic mail or otherwise) to **Panel Members** the minutes of such meeting, which shall be approved (or amended and approved) at the next meeting of the **Amendments Panel** after they were so sent, and when approved (excluding any matter which the **Amendments Panel** decided was not appropriate for such publication) shall be placed on the **NGC Website**.

## 8.9 QUORUM

- 8.9.1 No business shall be transacted at any meeting of the **Amendments Panel** unless a quorum is present throughout the meeting.
- 8.9.2 Subject to Paragraph 8.9.3, a quorum shall be 6 **Panel Members** who have a vote present in person or by their alternates, of whom at least one shall be appointed by **NGC**.
- 8.9.3 If within half an hour after the time for which the meeting of the **Amendments Panel** has been convened a quorum is not present (and provided the **Panel Secretary** has not been notified by **Panel Members** that they have been delayed and are expected to arrive within a reasonable time):
- (a) the meeting shall be adjourned to the same day in the following week (or, if that day is not a **Business Day** the next **Business Day** following such day) at the same time;
  - (b) the **Panel Secretary** shall give notice of the adjourned meeting as far as practicable in accordance with Paragraph [8.7].
- 8.9.4 If at the adjourned meeting there is not a quorum present within half an hour after the time for which the meeting was convened, the meeting shall be cancelled and the business which would have been transacted at the meeting will be dealt with at the next regular meeting or special meeting (called pursuant to Paragraph 8.7.3) of the **Amendments Panel**.

## 8.10 VOTING

- 8.10.1 At any meeting of the **Amendments Panel** any matter to be decided shall be put to a vote of **Panel Members** upon the request of the chairman or any **Panel Member**.

- 8.10.2 Subject to Paragraphs 8.6.5 and 8.10.4, in deciding any matter at any meeting of the **Amendments Panel** each **Panel Member** other than the **Panel Chairman** shall cast one vote.
- 8.10.3 Except as otherwise expressly provided in the **CUSC**, and in particular Paragraph 8.5.2, any matter to be decided at any meeting of the **Amendments Panel** shall be decided by simple majority of the votes cast at the meeting (an abstention shall not be counted as a cast vote).
- 8.10.4 The **Panel Chairman** shall not cast a vote as a **Panel Member** but shall have a casting vote on any matter where votes are otherwise cast in equally in favour of and against the relevant motion, but where any person other than the actual **Panel Chairman** or his alternate is acting as chairman he shall not have a casting vote.
- 8.10.5 Any resolution in writing signed by or on behalf of all **Panel Members** shall be valid and effectual as if it had been passed as at a duly convened and quorate meeting of the **Amendments Panel**. Such a resolution may consist of several instruments in like form signed by or on behalf of one or more **Panel Members**.

## 8.11 PROTECTIONS FOR PANEL MEMBERS

- 8.11.1 Subject to Paragraph 8.11.2 all **CUSC Parties** shall jointly and severally indemnify and keep indemnified each **Panel Member**, the **Panel Secretary** and each member of a **Working Group** and **Standing Group** ("**Indemnified Persons**") in respect of all costs (including legal costs), expenses, damages and other liabilities properly incurred or suffered by such **Indemnified Persons** when acting in or in connection with his office under the **CUSC**, or in the proper exercise and discharge of the powers, duties, functions and discretions of that office in accordance with the **CUSC**, and all claims, demands and proceedings in connection therewith other than any such costs, expenses, damages or other liabilities incurred or suffered as a result of the wilful default or bad faith of such **Indemnified Person**.
- 8.11.2 The indemnity provided in Paragraph 8.11.1 shall not extend to costs and expenses incurred in the ordinary conduct of being a **Panel Member** or **Panel Secretary**, or member of a **Working Group** or **Standing Group** including, without limitation, accommodation costs and travel costs or any remuneration for their services to the **Amendments Panel** or **Working Group** or **Standing Group**.

- 8.11.3 The **CUSC Parties** agree that no **Indemnified Person** shall be liable for anything done when acting properly in or in connection with his office under the **CUSC**, or anything done in the proper exercise and discharge of the powers, duties, functions and discretions of that office in accordance with the **CUSC**. Each **CUSC Party** hereby irrevocably and unconditionally waives any such liability of any **Indemnified Person** and any rights, remedies and claims against any **Indemnified Person** in respect thereof.
- 8.11.4 Without prejudice to Paragraph 8.11.2, nothing in Paragraph 8.11.3 shall exclude or limit the liability of an **Indemnified Person** for death or personal injury resulting from the negligence of such **Indemnified Person**.

## 8.12 AMENDMENT REGISTER

- 8.12.1 **NGC** shall establish and maintain a register ("**Amendment Register**") which shall record the matters set out in Paragraph 8.12.3.
- 8.12.2 The purpose of the **Amendment Register** shall be to assist the **Amendments Panel** and to enable the **Amendments Panel**, **CUSC Parties** and any other persons who may be interested to be reasonably informed of the progress of **Amendment Proposals** and **Approved Amendments** from time to time.
- 8.12.3 The **Amendment Register** shall record in respect of current outstanding **Amendments Panel** business:
- (a) details of each **Amendment Proposal** (including the name of the **Proposer**, the date of the **Amendment Proposal** and a brief description of the **Amendment Proposal**);
  - (b) whether such **Amendment Proposal** is an **Urgent Amendment Proposal**;
  - (c) the current status and progress of each **Amendment Proposal**, if appropriate the anticipated date for reporting to the **Authority** in respect thereof, and whether it has been withdrawn, rejected or implemented for a period of three (3) months after such withdrawal, rejection or implementation or such longer period as the **Authority** may determine;
  - (d) the current status and progress of each **Approved Amendment**; and



- (e) such other matters as the **Amendments Panel** may consider appropriate from time to time to achieve the purpose of Paragraph 8.12.2.

8.12.4 The **Amendment Register** (as updated from time to time and indicating the revisions since the previous issue) shall be published on the **NGC Website** or (in the absence, for whatever reason, of the **NGC Website**) in such other manner and with such frequency (being not less than once per month) as **NGC** may decide in order to bring it to the attention of the **Amendments Panel, CUSC Parties** and other persons who may be interested.

### 8.13 PROGRESS REPORT

8.13.1 **NGC** shall prepare and submit to the **Authority** each month (or such less often period if there is a limited amount to report) a progress report ("**Progress Report**") setting out the matters referred to in Paragraph 8.13.2 in respect of the preceding month and send a copy of the **Progress Report** to each **Panel Member**.

8.13.2 The **Progress Report** shall contain:

- (a) details of any proposal which has been refused pursuant to Paragraph 8.15.3 or Paragraph 8.15.4;
- (b) the current version of the **Amendment Register**;
- (c) details of:
  - (i) the priority proposed to be accorded or that is accorded to the **Amendment Proposal** in the **Amendment Register** (in accordance with Paragraph 8.16.4;
  - (ii) the scheduling and timetable for consideration of each **Amendment Proposal** and completion of the **Amendment Report** in respect thereof in the context of all other current **Amendment Proposals**;
  - (iii) the impact of the priority accorded to each **Amendment Proposal** by reference to each other pending **Amendment Proposal**;
- (d) details of any decision to amalgamate **Amendment Proposals** in accordance with Paragraph 8.16.6;
- (e) details of any circumstances which lead **NGC** and/or the

**Amendments Panel** to believe that the implementation date for an **Approved Amendment** is unlikely to be met and, if so, why;

- (f) such other matters as the **Authority** may request to be included from time to time; and
- (g) the basis for each of the decisions referred to above.

8.13.3 If, following discussion with the **Amendments Panel**, the **Authority** issues a notice to the **Panel Secretary** requesting **NGC** and the **Amendments Panel** (in relation to developments and changes highlighted in the monthly **Progress Report**):

- (a) not to reject an **Amendment Proposal** which does not satisfy Paragraph 8.15.2; and/or
- (b) not to amalgamate **Amendment Proposals** as set out in the monthly **Progress Report**; and/or
- (c) to accord a different priority to particular **Amendment Proposals** from that set out in the monthly **Progress Report**; and/or
- (d) to amend the timetable for an **Amendment Proposal**,

the **Panel Secretary** shall send a copy of the notice to each **Panel Member** and **Alternate Member**. The **Amendments Panel** and **NGC** shall comply with such notice.

8.13.4 The **Panel Secretary** shall publish each **Progress Report** on the **NGC Website** within 7 **Business Days** after it is sent to the **Authority**, provided that the **Panel Secretary** shall exclude therefrom any matters in respect of which the **Authority** issues a notice to the **Panel Secretary** for the purpose of this Paragraph 8.13.4. Copies shall be sent to those **Panel Members**, **Alternate Members** and **CUSC Parties** who have provided electronic mail addresses to **NGC**.

## 8.14 CHANGE CO-ORDINATION

8.14.1 **NGC** shall establish (and, where appropriate, revise from time to time) joint working arrangements for change co-ordination with each **Core Industry Document Owner** to facilitate the identification, co-ordination, making and implementation of change to **Core Industry Documents** consequent on an **Amendment** in a full and timely manner.

8.14.2 The working arrangements referred to in Paragraph 8.14.1 shall

be such as enable the consideration, development and evaluation of **Amendment Proposals**, and the implementation of **Approved Amendments**, to proceed in a full and timely manner and enable changes to **Core Industry Documents** consequent on an **Amendment** to be made and given effect wherever possible (subject to any necessary consent of the **Authority**) at the same time as such **Amendment** is made and given effect.

## 8.15 AMENDMENT PROPOSALS

- 8.15.1 A proposal to modify the **CUSC** may be made by either a **CUSC Party**, by the **GECC** or by a **BSC Party**.
- 8.15.2 A proposal made pursuant to Paragraph 8.15.1 shall be submitted in writing and shall contain the following information in relation to such proposal:
- (a) the name of the **Proposer**;
  - (b) the name of the representative of the **Proposer** (and his alternate) who shall represent the **Proposer** in person for the purposes of this Paragraph 8.15;
  - (c) a description (in reasonable but not excessive detail) of the issue or defect which the proposed amendment seeks to address;
  - (d) a description (in reasonable but not excessive detail) of the proposed amendment and of its nature and purpose;
  - (e) where possible, an indication of those parts of the **CUSC** which would require amendment in order to give effect to (and/or would otherwise be affected by) the proposed amendment and an indication of the nature of those amendments or effects;
  - (f) the reasons why the **Proposer** believes that the proposed amendment would better facilitate achievement of the **Applicable CUSC Objectives** as compared with the current version of the **CUSC** together with background information in support thereof;
  - (g) where possible, an indication of the impact of the proposed amendment on **Core Industry Documents**;
  - (h) where possible, an indication of the impact of the

proposed amendment on relevant computer systems and processes used by **CUSC Parties**; and

- (i) a statement to the effect that the **Proposer** acknowledges that on acceptance of the **Proposal** for consideration by the **Amendments Panel** the **Proposer** shall grant a licence in accordance with Paragraph 8.15.7.

8.15.3 If a proposal fails in any material respect to provide the information in Paragraph 8.15.2 (excluding Paragraphs (e), (g) and (h) thereof), the **Panel Secretary** may, subject to Paragraph 8.13.3(a), reject such proposal provided that:

- (a) the **Panel Secretary** shall furnish the **Proposer** with the reasons for such rejection;
- (b) the **Panel Secretary** shall report such rejection to the **Amendments Panel** at the next **Amendments Panel** meeting, with details of the reasons;
- (c) If the **Amendments Panel** decides to reverse the **Panel Secretary's** decision to refuse the submission, the **Panel Secretary** shall notify the **Proposer** accordingly and the proposal shall be dealt with in accordance with this Section 8;
- (d) nothing in this Section 8 shall prevent a **Proposer** from submitting a revised proposal in compliance with the requirements of Paragraph 8.15.2 in respect of the same subject-matter.

8.15.4 Without prejudice to the development of an **Alternative Amendment** pursuant to Paragraph 8.19.2, a proposal shall be rejected by the **Panel Secretary** pursuant to Paragraph 8.15 if and to the extent that such proposal has, in the opinion of the **Amendments Panel**, substantially the same effect as:

- (a) a **Pending Amendment Proposal**; or
- (b) a **Rejected Amendment Proposal**, where such proposal is made at any time within [2] months after the decision of the **Authority** not to direct **NGC** to modify the **CUSC** pursuant to the **Transmission Licence** in the manner set out in such **Amendment Proposal**,

and the **Panel Secretary** shall notify the **Proposer** accordingly.

8.15.5 Promptly upon receipt of an **Amendment Proposal**, the **Panel**

**Secretary** shall:

- (a) allocate a unique reference number to the **Amendment Proposal**;
- (b) enter details of the **Amendment Proposal** on the **Amendment Register**.

8.15.6 Subject to Paragraph 8.7.6, where the **Amendment Proposal** is received more than five (5) **Business Days** prior to the next **Amendments Panel** meeting, the **Panel Secretary** shall place the **Amendment Proposal** on the agenda of the next **Amendments Panel** meeting and otherwise shall place it on the agenda of the next succeeding **Amendments Panel** meeting.

8.15.7 It shall be a condition to the right to make a proposal to modify the **CUSC** under this Paragraph 8.15 that the **Proposer**:

- (a) grants a non-exclusive royalty free licence to all **CUSC Parties** who request the same covering all present and future rights, **IPRs** and moral rights it may have in such proposal (as regards use or application in Great Britain);
- (b) warrants that, to the best of its knowledge, information and belief, no other person has asserted to the **Proposer** that such person has any **IPRs** or normal rights or rights of confidence in such proposal.

8.15.8 A **Proposer** may withdraw his **Amendment Proposal** on notice to the **Panel Secretary** at any time, in which case the **Panel Secretary** shall forthwith:

- (a) notify **CUSC Parties** that he has been notified of the withdrawal. A **CUSC Party** may within five (5) **Business Days** notify the **Panel Secretary** that it is prepared to support the **Amendment Proposal** in place of the original **Proposer**. If such notice is received, the name of such **CUSC Party** shall replace that of the original **Proposer** as the **Proposer**, and the **Amendment Proposal** shall continue. If more than one notice is received, the first received shall be utilised;
- (b) if no notice is received under (a), the matter shall be discussed at the next **Amendments Panel** meeting. If the **Amendments Panel** so agrees, it may notify **CUSC Parties** that the **Amendment Proposal** is to be

deleted, and a further period of five (5) **Business Days** shall be given for support to be indicated by way of notice.

- (c) if no notice is received under (a) or (b), or the **Amendments Panel** decides not to notify **CUSC Parties** under (b), delete the **Amendment Proposal** from the **Amendment Register** and mark it as withdrawn; and
- (d) remove the **Amendment Proposal** from the agenda of the next **Amendments Panel** meeting.

## **8.16 PANEL PROCEEDINGS**

8.16.1 This Paragraph 8.16 is subject to the **Urgent CUSC Amendment Proposals** procedures set out in Paragraph 8.20.

8.16.2 An **Amendment Proposal** made pursuant to Paragraph 8.15 shall be discussed by the **Amendments Panel** at the next following **Amendments Panel** meeting convened.

8.16.3 The **Proposer's** representative shall attend such **Amendments Panel** meeting and the **Amendments Panel** may invite the **Proposer's** representative to present his **Amendment Proposal** to the **Amendments Panel**.

- 8.16.4
- (a) **NGC** and the **Amendments Panel** shall together establish a timetable to apply for the **Amendment Process**.
  - (b) The **Amendments Panel** shall establish the part of the timetable for the consideration by the **Amendments Panel** and by a **Working Group** (if any).
  - (c) **NGC** shall establish the part of the timetable for the consultation to be undertaken by **NGC** under this Section 8 and separately the preparation of an **Amendment Report** to the **Authority**.
  - (d) In setting such a timetable, the **Amendments Panel** and **NGC** shall exercise their respective discretions such that, in respect of each **Amendment Proposal**, an **Amendment Report** may be submitted to the **Authority** as soon after the **Amendment Proposal** is made as is consistent with the proper evaluation of such **Amendment Proposal**, taking due account of its complexity, importance and urgency.

- (e) Without prejudice to Paragraph (d) above, the timetable under (b) above shall be set such that it is no longer than three months, that under (c) above such that it is no longer than two months for the consultation and another 14 days for the preparation of the **Amendment Report**, unless in any case the particular circumstances of the **Amendment Proposal** (taking due account of its complexity, importance and urgency) justify an extension of such timetable, and provided the **Authority** does not object, taking into account all those issues.
- (f) Having regard to the complexity, importance and urgency of particular **Amendment Proposals**, the **Amendments Panel** may determine the priority of **Amendment Proposals** and may (subject to any objection from the **Authority** taking into account all those issues) adjust the relevant **Amendment Proposal** accordingly.

8.16.5 In relation to each **Amendment Proposal**, the **Amendments Panel** shall determine at such meeting of the **Amendments Panel** whether to:

- (a) amalgamate the **Amendment Proposal** with any other **Amendment Proposal**;
- (b) establish a **Working Group** of the **Amendments Panel**, to consider the **Proposed Amendment**; or
- (c) proceed directly to wider consultation by **NGC**.

8.16.6 The **Amendments Panel** may decide to amalgamate an **Amendment Proposal** with one or more other **Amendment Proposals** where the subject-matter of such **Amendment Proposals** is sufficiently proximate to justify amalgamation on the grounds of efficiency and/or where such **Amendment Proposals** are logically dependent on each other.

8.16.7 Where **Amendment Proposals** are amalgamated pursuant to Paragraph 8.16.6:

- (a) such **Amendment Proposals** shall be treated as a single **Amendment Proposal**;
- (b) references in this Section 8 to an **Amendment Proposal** shall include and apply to a group of two or more **Amendment Proposals** so amalgamated;
- (c) the **Proposers** of each such **Amendment Proposal**

shall co-operate in deciding which of them is to provide a representative for any **Working Group** in respect of the amalgamated **Amendment Proposal** and, in default of agreement, the **Panel Chairman** shall nominate one of the **Proposers** for that purpose.

## 8.17 WORKING GROUPS

- 8.17.1 If the **Amendments Panel** has decided not to proceed directly to wider consultation by **NGC**, a **Working Group** will be established, or an existing **Standing Group** identified and actioned, by the **Amendments Panel** to assist the **Amendments Panel** in evaluating whether an **Amendment Proposal** better facilitates achieving the **Applicable CUSC Objectives** and whether an **Alternative Amendment** would, as compared with the **Amendment Proposal**, better facilitate achieving the **Applicable CUSC Objectives** in relation to the issue or defect identified in the **Amendment Proposal**. Where a **Standing Group** is identified and actioned in relation to an **Amendment Proposal**, a reference to **Working Group** in this Section 8 shall, in relation to that **Amendment Proposal**, be deemed to be a reference to that **Standing Group** acting in that capacity. Unless specifically appointed pursuant to this Paragraph, a **Standing Group** shall not comment upon any **Amendment Proposal**.
- 8.17.2 A single **Working Group** may be responsible for the evaluation of more than one **Amendment Proposal** at the same time, but need not be so responsible.
- 8.17.3 A **Working Group** shall comprise at least five (5) persons selected by the **Amendments Panel** from those nominated by **CUSC Parties** for their relevant experience and/or expertise in the areas forming the subject-matter of the **Amendment Proposal(s)** to be considered by such **Working Group** (and the **Amendments Panel** shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such **Working Group**) provided that there shall always be at least one member representing **NGC**. **CUSC Parties** may notify the **Panel Secretary** at any time of the names of persons they wish to nominate, together with an indication of their expertise, for inclusion on a standing list of persons who would be available to sit on **Working Groups**. In selecting persons to sit on a particular **Working Group**, the **Amendments Panel** shall have regard to this standing list. A representative of the **Authority** may attend any meeting of a **Working Group** as an observer and may speak at such meeting.



- 8.17.4 **NGC** shall in consultation with the Amendments Panel appoint the chairman of the **Working Group** who shall act impartially and as an independent chairman.
- 8.17.5 The **Amendments Panel** may add further members to a **Working Group**.
- 8.17.6 The **Amendments Panel** may (but shall not be obliged to) replace any member of a **Working Group** appointed pursuant to Paragraph 8.17.3 at any time if such member is unwilling or unable for whatever reason to fulfil that function and/or is deliberately and persistently disrupting or frustrating the work of the **Working Group**.
- 8.17.7 The **Amendments Panel** shall determine the terms of reference of each **Working Group** and may change those terms of reference from time to time as it sees fit.
- 8.17.8 The terms of reference of a **Working Group** must include provision in respect of the following matters:
- (a) those areas of a **Working Group's** powers or activities which require the prior approval of the **Amendments Panel**;
  - (b) the seeking of instructions, clarification or guidance from the **Amendments Panel**; and
  - (c) the timetable for the work to be done by the **Working Group**, in accordance with the timetable established pursuant to Paragraph 8.16.4.

In addition, prior to the taking of any steps which would result in the undertaking of a significant amount of work (including the production of draft legal text to modify the **CUSC** in order to give effect to a **Proposed Amendment** and/or **Alternative Proposal**, with the relevant terms of reference setting out what a significant amount of work would be in any given case), the **Working Group** shall seek the views of the **Amendment Panel** as to whether to proceed with such steps and, in giving its views, the **Amendment Panel** may consult the **Authority** in respect thereof.

8.17.9

- (a) Each **Working Group** chairman shall prepare a report to the **Amendments Panel** responding to the matter detailed in the terms of reference in accordance with the timetable set out in the terms of reference.

- (b) If a **Working Group** is unable to reach agreement on any such matter, the report must reflect the views of the members of the **Working Group**.
- (c) The report will be circulated in draft form to **Working Group** members and a period of not less than five (5) **Business Days** given for comments thereon. Any unresolved comments made shall be reflected in the final report.

8.17.10 Subject to the provisions of this Paragraph 8.17.10 and unless otherwise determined by the **Amendments Panel**, the **Working Group** shall develop and adopt its own internal working procedures for the conduct of its business and shall provide a copy of such procedures to the **Panel Secretary** in respect of each **Amendment Proposal** for which it is responsible. Unless the **Amendments Panel** otherwise determines, meetings of each **Working Group** shall be held in closed session, provided that the Chairman of a **Working Group** open to attendance by a representative of any **CUSC Party**, any **BSC Party** or the **GECC** and any person invited by the chairman or any other member of that **Working Group** may invite any person to attend and, and the chairman of a **Working Group** or any other member of that **Working Group** may invite any such person to speak at such meetings.

8.17.11 The chairman or another member (nominated by the chairman) of the **Working Group** shall attend the next following **Amendments Panel** meeting and may be invited to present the findings and/or answer the questions of **Panel Members** in respect thereof. Other members of the **Working Group** may also attend such **Amendments Panel**.

8.17.12 The **Amendments Panel** shall consider the **Working Group's** report at the next following **Amendments Panel** meeting and shall determine whether to:-

- (a) refer the **Amendments Proposal** back to the **Working Group** for further analysis (in which case the **Amendments Panel** shall determine the timetable and terms of reference to apply in relation to such further analysis); or
- (b) proceed then to wider consultation by **NGC**.

## **8.18 STANDING GROUPS**

8.18.1 The **Amendments Panel** may set up one or more standing groups (each a "**Standing Group**") to consider and report to

the **Amendments Panel** on issues specified by the **Amendments Panel** relating to the connection and use of system arrangements in England & Wales. **The Amendments Panel** may change issues specified from time to time as it sees fit. In setting up a **Standing Group**, the **Amendments Panel** shall specify a time period within which the **Standing Group** is to report to it on the issue it is to consider and may establish other timetable requirements in relation to the intended scope of the **Standings Group's** considerations. At the end of the time period by which the **Standing Group** is to report, the **Amendments Panel** shall decide whether the **Standing Group** is to continue and, if it is to continue, shall specify a time period in which it is to further report.

8.18.2 A **Standing Group** shall comprise at least five (5) persons (who many be **Panel Members**) selected by the **Amendments Panel** from those nominated by **CUSC Parties** for their relevant experience and/or expertise in the aspect or issue to be considered by such **Standing Group** (and the **Amendments Panel** shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such **Standing Group**) provided that there shall always be at least one member representing **NGC**. A representative of the **Authority** may attend any meeting of a **Standing Group** as an observer and may speak at such meeting.

8.18.3 **NGC** in consultation with the **Amendments Panel** appoint the chairman of each **Standing Group** who shall act impartially and as an independent chairman.

8.18.4 The **Amendments Panel** may add further members to a **Standing Group** after it is established.

8.18.5 The **Amendments Panel** may (but shall not be obliged to) replace any member of a **Standing Group** appointed pursuant to Paragraph 8.18.2 at any time if such member is unwilling or unable for whatever reason to fulfil that function and/or is deliberately and persistently disrupting or frustrating the work of the **Standing Group**.

8.18.6

(a) Each **Standing Group** chairman shall prepare a report to the **Amendments Panel** responding to the matter detailed in the terms of reference (other than drafting changes to the **CUSC** or associated agreements, which shall be considered only pursuant to an **Amendment**

**Proposal**) in accordance with the time period set by the **Amendments Panel**.

- (b) **If a Standing Group is unable to reach agreement on any such matter, the report must reflect the views of the members of the Standing Group.**
- (c) **The report will be circulated in draft form to Standing Group members and a period of not less than five (5) Business Days given for comments thereon. Any unresolved comments made shall be reflected in the final report.**
- (d) **The chairman or another member (nominated by the chairman) of the Standing Group shall attend the next Amendments Panel meeting following delivery of the report and may be invited to present the findings and/or answer the questions of Panel Members in respect thereof. Other members of the Standing Group may also attend such Amendments Panel. The Amendments Panel shall consider the Standing Group's report at the next Amendments Panel meeting following the presentation of the Standing Groups report.**

8.18.7 **Subject to the provisions of this Paragraph 8.18 and unless otherwise determined by the Amendments Panel, the Standing Group shall develop and adopt its own internal working procedures for the conduct of its business and shall provide a copy of such procedures to the Panel Secretary. Unless the Amendments Panel otherwise determines, meetings of each Standing Group shall be open to attendance by a representative of any CUSC Party, any BSC Party or the GECC and any person invited by the chairman or any other member of that Standing Group, and the chairman or any other member of that Standing Group may invite any person to speak at such meetings.**

## **8.19 CONSULTATION**

8.19.1 After consideration of any **Working Group** report on the **Amendment Proposal** by the **Amendments Panel** and a determination by the **Amendments Panel** to proceed to wider consultation by **NGC**, **NGC** shall consult on the **Amendment Proposal** with:

- (i) **CUSC Parties**; and
- (ii) such other persons who may properly be considered to

have an appropriate interest in it.

- 8.19.2 The consultation will be undertaken by issuing a Consultation Paper (and its provision in electronic form on the **NGC Website** and in electronic mails to **CUSC Parties** and such other persons, who have supplied relevant details, shall meet this requirement).
- 8.19.3 The Consultation Paper will contain the proposed drafting (unless the **Authority** decides none is needed in the **Amendment Report** under Paragraph 8.18.4) and will indicate the issues which arose in the **Working Group** discussions, where there has been a **Working Group** and will incorporate **NGC's** and the **Amendments Panel's** initial views on the way forward.
- 8.19.4 Where **NGC** is proposing to recommend to the **Authority** that a **Proposed Amendment** or **Alternative Proposal** should not be made, **NGC** shall consult with the **Authority** as to whether the **Authority** would like the **Amendment Report** to include the proposed text to amend the **CUSC**. If it does not, no text needs to be included. If it does, and no detailed text has yet been prepared, **NGC** shall prepare such text to modify the **CUSC** in order to give effect to such **Proposed Amendment** or **Alternative Proposal** and shall seek the views of the relevant **Working Group**.
- 8.19.5 Consultation Papers will be copied to **Core Industry Document Owners**.

## **8.20 AMENDMENT REPORT**

- 8.20.1 Subject to **NGC's** consultation having been completed, **NGC** shall prepare and submit to the **Authority** a report (the "**Amendment Report**") in accordance with this Paragraph 8.19 for each **Amendments Proposal** which is not withdrawn.
- 8.20.2 The matters to be included in an **Amendment Report** shall be the following (in respect of the **Amendment Proposal**):
- (a) the **Proposed Amendment**;
  - (b) the recommendation of **NGC** as to whether or not the **Proposed Amendment** (or any **Alternative Amendment** as provided below) should be made;
  - (c) an analysis of whether (and, if so, to what extent) the **Proposed Amendment** would better facilitate achievement of the **Applicable CUSC Objective(s)**;

- (d) a full description and analysis of any alternative proposed amendment developed during the consultation ("**Alternative Amendment**") which, as compared with the **Proposed Amendment**, may better facilitate achievement of the **Applicable CUSC Objective(s)** and the views and rationale in respect thereof;
- (e) the proposed date for the implementation of the **Amendment Proposal** or **Alternative Amendment**;
- (f) a summary (agreed by the **Amendments Panel**) of the views (including any recommendations) from **Panel Members** and/or the **Working Group** as the case may be made during the consultation in respect of the **Proposed Amendment** and of any **Alternative Amendment**;
- (g) an assessment of:
  - (i) the impact of the **Proposed Amendment** and any **Alternative Amendment** on the **Core Industry Documents**;
  - (ii) the changes which would be required to the **Core Industry Documents** in order to give effect to the **Proposed Amendment** and any **Alternative Amendment**;
  - (iii) the mechanism and likely timescale for the making of the changes referred to in Paragraph (ii);
  - (iv) the changes and/or developments which would be required to central computer systems [and processes] used in connection with the operation of arrangements established under the **Core Industry Documents**;
  - (v) the mechanism and likely timescale for the making of the changes referred to in Paragraph (iv);
  - (vi) an estimate of the costs associated with making and delivering the changes referred to in Paragraphs (ii) and (iv), such costs are expected to relate to: for (ii) the costs of amending the **Core Industry Document(s)** and for (iv) the costs of changes to computer systems and possibly processes which are established for the operation of the **Core Industry Documents**.

together with a summary of representations in relation to

such matters;

- (h) copies of (and a summary of) all written representations or objections made by consultees during the consultation in respect of the **Proposed Amendment** and any **Alternative Amendment** and subsequently maintained;
- (i) a copy of any impact assessment prepared by **Core Industry Document Owners** and the views and comments of **NGC** in respect thereof.

8.19.3 A draft of the **Amendment Report** will be circulated by **NGC** to **CUSC Parties** and **Panel Members** (and its provision in electronic form on the **NGC Website** and in electronic mails to **CUSC Parties** and **Panel Members**, who must supply relevant details, shall meet this requirement) and a period of no less than 5 **Business Days** given for comments to be made thereon. Any unresolved comments made shall be reflected in the final **Amendment Report**.

8.19.4 Each **Amendment Report** shall be addressed and furnished to the **Authority** and none of the facts, opinions or statements contained in such **Amendment Report** may be relied upon by any other person.

8.19.5 In accordance with the **Transmission Licence**, the **Authority** may approve the **Proposed Amendment** or an **Alternative Amendment** contained in the **Amendment Report** (which shall then be an "**Approved Amendment**" until implemented). If the **Authority** believes that the **Proposed Amendment** (or an **Alternative Amendment**, if any) would not better facilitate achievement of the **Applicable CUSC Objectives**, then there will be no approval. In such a case, **NGC** will notify **CUSC Parties** and will raise the issue at the next **Amendments Panel** meeting.

8.19.6 **NGC** shall copy (by electronic mail to those persons who have supplied relevant details to **NGC**) the **Amendment Report** to:

- (i) each **CUSC Party**;
- (ii) each **Panel Member**; and
- (iii) any person who may request a copy,

and shall place a copy on the **NGC Website**.

## 8.21 URGENT AMENDMENT PROPOSALS

8.21.1 If any **CUSC Party** recommends to the **Panel Secretary** that a proposal should be treated as an **Urgent Amendment Proposal** in accordance with this Paragraph 8.20, the **Panel Secretary** shall notify the **Panel Chairman** who shall then endeavour to obtain the views of the **Amendments Panel** as to the matters set out in Paragraph 8.20.2. If for any reason the **Panel Chairman** is unable to do that, the **Panel Secretary** shall do so.

8.21.2 The matters referred to in Paragraph 8.20.1 are:

- (a) whether such proposal should be treated as an **Urgent Amendment Proposal** in accordance with this Paragraph 8.20 and
- (b) if so, the procedure and timetable to be followed in respect of such **Urgent Amendment Proposal**.

8.21.3 If:

- (a) the **Amendments Panel** agrees that such proposal should be [treated as] an **Urgent Amendment Proposal**;  
or
- (b) where the **Panel Chairman** or the **Panel Secretary** was unable to contact all **Panel Members**, the majority of **Panel Members** contacted so agree; or
- (c) where the **Panel Chairman** or the **Panel Secretary** was unable to contact any other **Panel Member**, the **Panel Chairman** considers that such proposal should be treated as an **Urgent Amendment Proposal**,

the **Panel Chairman** shall forthwith consult the **Authority** as to whether such **Amendment Proposal** is an **Urgent Amendment Proposal** and, if so, as to the procedure and timetable which should apply in respect thereof.

8.21.4 The **Amendments Panel** shall:

- (a) not treat any **Amendment Proposal** as an **Urgent Amendment Proposal** except with the prior consent of the **Authority**;
- (b) comply with the procedure and timetable in respect of any **Urgent Amendment Proposal** approved by the **Authority**; and
- (c) comply with any direction of the **Authority** issued in



respect of any of the matters on which the **Authority** is consulted pursuant to Paragraph 8.20.3.

- 8.21.5 For the purposes of this Paragraph 8.20.5, the procedure and timetable in respect of an **Urgent Amendment Proposal** may (with the approval of the **Authority** pursuant to Paragraph 8.20.3) deviate from all or part of the **Amendment Procedures** to follow any other procedure or timetable approved by the **Authority**.
- 8.21.6 The **Amendment Report** in respect of an **Urgent Amendment Proposal** shall include a statement as to why the **CUSC Party** believes that such **Amendment Proposal** should be treated as an **Urgent Amendment Proposal** and the extent to which the procedure followed deviated from the **Amendment Procedures**.
- 8.21.7 Each **CUSC Party** and each **Panel Member** shall take all reasonable steps to ensure that an **Urgent Amendment Proposal** is considered, evaluated and (subject to the approval of the **Authority**) implemented as soon as reasonably practicable, having regard to the urgency of the matter and, for the avoidance of doubt, an **Urgent Amendment Proposal** may (subject to the approval of the **Authority**) result in the **CUSC** being amended on the day on which such proposal is submitted.
- 8.21.8 Where an **Urgent Amendment Proposal** results in an amendment being made in accordance with Paragraph 8.22, the **Amendments Panel** shall, following such amendment, initiate the **Amendment Procedures** in order to consider whether any **Alternative Amendment** could better facilitate the **Applicable CUSC Objectives** in respect of the subject matter of the original urgent amendment.

## 8.22 CONFIDENTIALITY

- 8.22.1 Any representations submitted by a person pursuant to the **Amendment Procedures** may be made publicly available save as otherwise expressly requested by such person by notice in writing to **NGC**.
- 8.22.2 The **Amendment Panel** and **NGC** shall not be liable for any accidental publication of a representation which is the subject of a request made under Paragraph 8.21.1.
- 8.22.3 For the avoidance of doubt, all representations (whether or not marked confidential) shall be sent to the **Authority**.

## 8.23 IMPLEMENTATION

8.23.1 The **CUSC** shall be modified in accordance with the terms of the direction relating to, or other approval of, the **Proposed Amendment** or any **Alternative Amendment** contained in the relevant **Amendment Report** from the **Authority**; and

8.23.2 **NGC** shall forthwith notify:

- (a) each **CUSC Party**;
- (b) each **Panel Member**;
- (c) the **Authority**;
- (d) each **Core Industry Document Owner**,

of the change so made.

8.23.3 Subject to Paragraph 8.20.7, an amendment of the **CUSC** shall take effect from the time and date specified in the direction, or other approval, from the **Authority** referred to in Paragraph 8.22.1 or, in the absence of any such time and date, from 00:00 hours on the day falling ten (10) **Business Days** after the date of such direction, or other approval, from the **Authority**.

8.23.4 An amendment made pursuant to and in accordance with Paragraph 8.22.1 shall not be impaired or invalidated in any way by any inadvertent failure to comply with or give effect to this Section.

8.23.5 If an amendment is made to the **CUSC** in accordance with the **Transmission Licence** but other than pursuant to the other **Amendment Procedures** in this Section 8, the **Amendments Panel** may, following such amendment, initiate the **Amendment Procedures** in order to consider whether any **Alternative Amendment** could better facilitate the **Applicable CUSC Objectives** in respect of the subject matter of the original amendment.

## ANNEX 8A ELECTION OF USERS' PANEL MEMBERS

### 8A.1 GENERAL

#### 8A.1.1 Introduction

**8A.1.1.1** This Annex 8A sets out the basis for election of **Users' Panel Members** and **Alternate Members** for the purpose of Paragraphs 8.3.2. and 8.6.2

**8A.1.1.2** This Annex 8A shall apply:

- (a) in relation to each year (the "**election year**") in which the term of office of **Users' Panel Members** and **Alternate Members** expires, for the purposes of electing **Users' Panel Members** and **Alternate Members** to hold office with effect from 1st October in that year;
- (b) subject to and in accordance with Paragraph 8A.4, upon a **Users' Panel Member** and **Alternate Members** ceasing to hold office before the expiry of his term of office.

**8A.1.1.3** For the purposes of an election under Paragraph 8A.1.1.2(a) references to **Users** are to persons who are **Users** as at 20th June in the election year.

**8A.1.1.4** **NGC** shall administer each election of **Users' Panel Members** and **Alternate Members** pursuant to this Annex 8A.

#### 8A.1.2 Election timetable

**8A.1.2.1** **NGC** shall not later than 1st July in the election year prepare and circulate to all **Users**, with a copy to the **Authority**, an invitation to nominate candidates who must be willing to be either a **User Panel Member** or an **Alternate Member** and a timetable for the election ("the **election timetable**"), setting out:

- (a) the date by which nominations of candidates are to be received, which shall not be less than three (3) weeks after the timetable is circulated;
- (b) the date by which **NGC** shall circulate a list of candidates and voting papers;
- (c) the date by which voting papers are to be submitted, which shall not be less than three (3) weeks after the date for circulating voting papers;

- (d) the date by which the results of the election will be made known, which shall not be later than 15th September in the **election year**.

**8A.1.2.2** If for any reason it is not practicable to establish an election timetable in accordance with Paragraph 8A.2.1.1 or to proceed on the basis of an election timetable which has been established, **NGC** may establish a different timetable, or revise the election timetable, by notice to all **Users**, the **Amendments Panel** and the **Authority**, provided that such timetable or revised timetable shall provide for the election to be completed before 1st October in the **election year**.

**8A.1.2.3** A nomination or voting paper received by **NGC** later than the respective required date under the election timetable (subject to any revision under Paragraph 8A.1.2.2) shall be disregarded in the election.

## **8A.2. CANDIDATES**

### **8A.2.1 Nominations**

**8A.2.1.1** Nominations for candidates shall be made in accordance with the **election timetable**.

**8A.2.1.2** Subject to Paragraph 8A.2.1.3, each **User** may nominate one candidate for election by giving notice to **NGC**.

### **8A.2.2 List of candidates**

**8A.2.2.1** **NGC** shall draw up a list of the nominated candidates and circulate the list to all **Users** by the date specified in the **election timetable**.

**8A.2.2.2** The list shall specify the **User** by whom each candidate was nominated and any affiliations which the candidate may wish to have drawn to the attention of **Users**.

**8A.2.2.3** If twelve (12) or fewer candidates are nominated (or where Paragraph 8A.4 applies only one such candidate is nominated), no further steps in the election shall take place and such candidate(s) shall be treated as elected as **Users' Panel Members** or **Alternate Members** (with the **Panel Members** being chosen from the 12 by lots) and Paragraph 8A.3.2.4 shall apply in relation to such candidate(s).

## **8A.3. VOTING**

### **8A.3.1 Voting papers**

**8A.3.1.1** Voting papers shall be submitted in accordance with the election timetable.

**8A.3.1.2** Each **User** may submit one voting paper.

### **8A.3.2 Preference votes and voting rounds**

**8A.3.2.1** Each **User** submitting a voting paper shall vote by indicating on the voting paper a first, second and third preference ("**preference votes**") among the candidates.

**8A.3.2.2** A voting paper need not indicate a second, or a third, preference, but the same candidate may not receive more than one **preference vote** in a voting paper.

**8A.3.2.3** Candidates shall be elected in three voting rounds (together where necessary with a further round under Paragraph 8A.3.6) in accordance with the further provisions of this Paragraph 8A.3.

**8A.3.2.4** **NGC** shall determine which candidates are elected and announce (to the **Authority** and all **Users**) the results of the election in accordance with the election timetable.

**8A.3.2.5** **NGC** shall not disclose the preference votes cast by **Users** or received by candidates; but a **User** may by notice to the **Authority** require that the **Authority** scrutinise the conduct of the election, provided that such **User** shall bear the costs incurred by the **Authority** in doing so unless the **Authority** recommends that the election results should be annulled.

**8A.3.2.6** Further references to voting papers in this Paragraph 8A.3 do not include voting papers which are invalid or are to be disregarded.

### **8A.3.3 First voting round**

**8A.3.3.1** In the first voting round:

(a) the number of first **preference votes** allocated under all voting papers to each candidate shall be determined.

(b) the first round qualifying total shall be:

$$(T / N) + 1$$

where

T is the total number of first preference votes in all voting papers;

N is the number of **Users' Panel Members** and **Alternate Members** to be elected.

**8A.3.3.2** If the number of first **preference votes** allocated to any candidate is equal to or greater than the first round qualifying total, that candidate shall be elected.

**8A.3.4 Second voting round**

**8A.3.4.1** In the second voting round:

- (a) the remaining candidates are those which were not elected in the first voting round;
- (b) the remaining voting papers are voting papers other than those under which the first **preference votes** were for candidates elected in the first voting round;
- (c) the number of first and second **preference votes** allocated under all remaining voting papers to each remaining candidate shall be determined;
- (d) the second round qualifying total shall be

$$( T' / N' ) + 1$$

where T' is the total number of first **preference votes** and second preference votes allocated under all remaining voting papers; N' is the number of **Panel Members** and **Alternate Members** remaining to be elected after the first voting round.

**8A.3.4.2** If the number of first and second **preference votes** allocated to any remaining candidate is equal to or greater than the second round qualifying total, that candidate shall be elected.

**8A.3.5 Third voting round**

**8A.3.5.1** In the third voting round:

- (a) the remaining candidates are those which were not elected in the first or second voting rounds;
- (b) the remaining voting papers are voting papers other than those under which the first or second **preference votes** were for candidates elected in the first or second voting rounds;
- (c) the number of first, second and third **preference votes** allocated under all remaining voting papers to each remaining candidate shall be determined;

(d) the third round qualifying total shall be

$$( T'' / N'' ) + 1$$

where T'' is the total number of first **preference votes**, second preference votes and third **preference votes** allocated under all remaining voting papers;

N'' is the number of **Panel Members** remaining to be elected after the first and second voting rounds.

**8A.3.5.2** If the number of first, second and third **preference votes** allocated to any remaining candidate is equal to or greater than the third round qualifying total, that candidate shall be elected.

### **8A.3.6 Further round**

**8A.3.6.1** If any **Panel Member(s)** or **Alternate Members** remain to be elected after the third voting round:

(a) the then remaining candidates shall be ranked in order of the number of first **preference votes** allocated to them, and the candidate(s) with the greatest number of such votes shall be elected;

(b) in the event of a tie between two or more candidates within Paragraph (a), the candidate(s) (among those tied) with the greatest number of second **preference votes** shall be elected;

(c) in the event of a tie between two or more candidates within Paragraph (b), **NGC** shall select the candidate(s) (among those tied) to be elected by drawing lots.

### **8A.3.7 Alternate Members and Panel Members**

The seven (7) candidates receiving the greatest number of votes shall be elected as **Users' Panel Members** and the next five (5) shall be elected as **Alternate Members**.

## **8A.4. VACANCIES**

### **8A.4.1 General**

**8A.4.1.1** If a **Panel Member** (the "**resigning**" **Panel Member**) ceases to hold office pursuant to Paragraph 8.5:

(a) not less than 6 months before the expiry of the term of his office, Paragraph 8A.4.2 shall apply.

(b) less than 6 months before the expiry of the term of his office, Paragraph 8A.4.3 shall apply.

**8A.4.1.2** The provisions of Paragraph 8A.2.1.2 shall apply, mutatis mutandis, to any replacement **Panel Member** under this Paragraph 8A.4.

#### **8A.4.2 Replacement for not less than 6 months**

**8A.4.2.1** Where this Paragraph 8A.4.2 applies, a replacement **Panel Member** shall be elected (for the remainder of the term of office of the **resigning Panel Member**) in accordance with Paragraph 8A.2 and 8A.3 but subject to the further provisions of this Paragraph 8A.4.2.

**8A.4.2.2** Only those **Users** who voted for the **resigning Panel Member**, or who did not vote for (and are not **Affiliates** of any **User** which voted for) any elected **Panel Member** still serving, shall participate in the election by nominating candidates or submitting voting papers.

**8A.4.2.3** **NGC** shall circulate to all **Users** a list of the **Users** who are to participate in the election.

**8A.4.2.4** For the purposes of this Paragraph 8A.4.2 a **User** is considered (in any election of **Users' Panel Members**) to have voted for an elected candidate where that **User** indicated a preference vote in favour of that candidate which was counted (under the first or second or third voting round or further round under Paragraph 8A.3.6, as the case may be) in electing that candidate.

**8A.4.2.5** The timetable for the election shall be expedited and **NGC** shall prepare a timetable accordingly.

#### **8A.4.3 Replacement for less than 6 months**

**8A.4.3.1** Where this Paragraph 8A.4.3 applies, the **User** which nominated the **resigning Panel Member** shall be entitled (by notice to **NGC**) to appoint a replacement **Panel Member** for the remainder of the term of office of the **resigning Panel Member**.

**8A.4.3.3** If such **User** does not appoint a replacement, the position shall remain vacant until the next full election.



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