

BORD GÁIS ÉIREANN

AND

[]

FRAMEWORK AGREEMENT
TO THE
UNIFIED CODE OF OPERATIONS

VERSION 1.01
POST CONSULTATION DRAFT
18 FEBRUARY 2005

IMPORTANT NOTE

The Commission directed Bord Gáis Éireann to develop legal drafting of the Unified Code of Operations ("**UCOP**") to reflect the Business Rules published by the Commission on 23 July 2004 and the underlying principles of the GMOWG Business Models, and to publish the legal drafting so developed for consultation with industry.

The consultation legal drafting in respect of the Framework Agreement was published on the 19 November 2004. The attached represents the legal drafting of the Framework Agreement re-drafted by Bord Gáis Éireann in accordance with the directions of the Commission following consultation with industry participants including the Commission, Shippers and the Transporter.

CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATION.....	4
2.	CODE OF OPERATIONS	6
3.	SHIPPER CONTACT DETAILS	6
4.	GENERAL	7

THIS AGREEMENT is made on _____ day of _____

BETWEEN:

- (1) **BORD GÁIS ÉIREANN**, a statutory corporation established pursuant to the provisions of the Gas Act 1976 whose principal place of business in Ireland is Gasworks Road, Cork ("**Transporter**"); and
- (2) [*insert name of Shipper*], [a company incorporated in [*insert country of incorporation of Shipper*] (registered no. [*]) / a statutory corporation established pursuant to the provisions of [*insert name of relevant statute*]] whose principal place of business in Ireland is [*] ("**Shipper**").

RECITALS:

- (A) The Transporter is the holder of a Natural Gas Distribution Licence and a Natural Gas Transmission Licence issued by the Commission for Energy Regulation ("**Commission**") on 7 October 2004 and 17 September 2004 respectively pursuant to Section 16 of the Gas (Interim) (Regulation) Act 2002 (as amended) ("**Act**") (together "**Transportation Licences**").
- (B) The Shipper is the holder of a Natural Gas Supply/Shipping Licence issued by the Commission on [*insert date*] pursuant to Section 16 of the Act ("**Shipping Licence**").
- (C) Pursuant to Article 15 of EC Directive 2003/55/EC ("**Gas Directive**") and as approved by the Commission on 17 September 2004, the Transporter operates its Transmission System and Distribution System (together the "**Transportation System**") as a Combined Operator.
- (D) Pursuant to the Transportation Licences, the Act and the direction of the Commission dated [*insert date*], the Transporter has prepared and published a code of operations for the Transportation System as a Combined Operator (being the Code of Operations (as more fully defined below)) to govern the terms and conditions upon which holders of Shipping Licences may utilise the Transportation System.
- (E) The Transporter and the Shipper are entering into this Agreement for the purposes of binding themselves to the Code.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Capitalised terms used but not otherwise defined herein shall have the meaning given to them in the Code of Operations.

1.2 In this agreement:

"**Agreement**" means this Framework Agreement incorporating the Code of Operations;

"**Code of Operations**" or "**Code**" means the code of operations prepared and published by the Transporter pursuant to the Transportation Licences, the Act and the

direction of the Commission on [insert date], and which sets out the terms and conditions for use of the Transmission System and Distribution System by Shippers, and as from time to time modified pursuant to (a) the Modification provisions contained therein and/or (b) the Act;

"**Combined Operator**" has the meaning given to that term in Article 15 of the EC Directive 2003/55/EC;

"Effective Date" means the day of [200●]; and

"**Parties**" means the Transporter or the Shipper, and "**Party**" means any one of them.

- 1.3 Unless the context otherwise requires any reference in this Agreement:
- 1.3.1 to a particular Part, Section or Appendix is to a Part, Section or Appendix of the Code of Operations;
 - 1.3.2 to a particular Clause, Schedule or Recital is to a Clause, Schedule or Recital to this Agreement;
 - 1.3.3 to a statute, by-law, regulation, delegated legislation or order shall be construed as being to a statute, by-law, regulation or order of Ireland;
 - 1.3.4 to the word "including" or to the word "include" shall be construed without limitation;
 - 1.3.5 to a person shall be construed as a reference to any person, firm, company, corporation, government or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - 1.3.6 to the singular shall include the plural and vice versa;
 - 1.3.7 to a "day", "month" and "year" shall be to a calendar day, calendar month and calendar year, respectively; and
 - 1.3.8 to any gender includes the other.
- 1.4 Any reference in this Agreement to a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified, supplemented or replaced from time to time and to any by-law, regulation, delegated legislation or order made thereunder.
- 1.5 Any reference in this Agreement to any agreement or instrument is to the same as amended, novated, modified, supplemented, revised or replaced from time to time.
- 1.6 Any reference in this Agreement to time shall be construed by reference to whatever time may from time to time be in effect in Ireland.
- 1.7 Where a word or expression is defined in this Agreement, cognate words and expressions shall be construed accordingly.

1.8 Headings in this Agreement are for ease of reference only and shall not affect its construction.

1.9 References to "this Agreement" shall mean the Recitals, Clauses and Schedules of this Framework Agreement which shall be read as one document with the Code of Operations.

2. **CODE OF OPERATIONS**

2.1 In consideration for the mutual undertakings set out in this Agreement and the Code, the Transporter hereby agrees and undertakes to the Shipper, and the Shipper hereby agrees and undertakes to the Transporter, to be bound by the terms and conditions of the Code as from the Effective Date, and to comply with and perform its obligations in accordance with and subject to the Code, and which are hereby incorporated into this Agreement.

2.2 Notwithstanding the entry into force of this Agreement on the date specified above, the Shipper acknowledges that before it may utilise the Transportation System it may be required to enter into certain other agreements and arrangements in accordance with the terms of the Code.

3. **SHIPPER CONTACT DETAILS**

3.1 For the purposes of any written notice to be sent to the Shipper in accordance with the provisions of this Agreement and the Code, the Shipper's physical address for notice is:

Address:

Telephone:

Fax:

For the attention of: [*Job Title*]

3.2 The Shipper's 24 hour emergency contact details (as required by the provisions of the Code) are:

Address:

Telephone (24 hours/365 days):

Fax (24 hours/365 days):

Email (24 hours/365 days)

3.3 The Shipper's Authorised Representative is: [*Job Title*]:

Contact Details:

4. **GENERAL**

4.1 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

4.2 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS WHEREOF this Agreement has been duly executed by the undersigned signatories on behalf of each of the Parties with effect as of the day and year first above written and each signatory hereby warrants that they have the authority to sign on behalf of the Party they are purporting to bind.

SIGNED for and on behalf of
BORD GÁIS ÉIREANN

By:
Name:
Title:

SIGNED for and on behalf of
[insert name of Shipper]

By:
Name:
Title: