

DCUSA Change Proposal 023

1. DEFINITIONS AND INTERPRETATION

DCUSA Issue Form or DIF means a form, established by the Panel and published on the Website, to be used by any person identified in Clause 10.2 wishing to submit an issue relating to the operation of this Agreement to the DCUSA Issues Group.

DCUSA Issues Group or DIG means a Working Group representing a cross-section of industry participants brought together to consider solutions to operational issues (including those submitted by way of DCUSA Issue Forms).

7. Operation of the Panel

Establishing Working Groups

7.24 The Panel may establish sub-committees (each a **Working Group**) for the purposes of doing, or assisting the Panel in doing, anything to be done by the Panel pursuant to this Agreement. The Panel may dissolve any Working Group it has previously established. In particular, the Panel may establish, dissolve and subsequently re-establish the DCUSA Issues Group.

7.25 The Panel may delegate to each Working Group such of the Panel's duties, powers and functions under this Agreement as the Panel may specify.

7.26 Each Working Group shall be subject to such written terms of reference and such written procedures as the Panel may specify from time to time, save that the DCUSA Issues Group shall be subject to the terms of reference and procedures given in Schedule [XX]. Subject to the applicable terms of reference and procedures, each Working Group~~and~~ shall otherwise conduct its business as it sees fit. No Working Group may further delegate any of its duties, powers and functions unless expressly authorised to do so by such

terms of reference.

7.27 Each Working Group shall publish, on the Website, details of that Working Group's:

- (a) membership;
- (b) terms of reference;
- (c) timetable for business and meetings;
- (d) minutes of meetings; and
- (e) governance procedures.

Membership of Working Groups

7.28 Each Working Group shall be composed of such persons with experience and expertise suitable to the Working Group's remit, and who are willing to serve, as the Panel may direct. Each Working Group shall be chaired by such person (the **WG Chairman**) as the Panel may direct, or as (in the case of the DCUSA Issues Group) is elected pursuant to Schedule [XX].

SCHEDULE [XX] - DCUSA ISSUES GROUP

1. Scope

1.1 The DCUSA Issues Group provides an opportunity for the Panel or any person identified in Clause 10.2 to raise (and have discussed) issues relating to the operation of this Agreement. Where appropriate, the DCUSA Issues Group will undertake a pre-assessment of proposed solutions prior to a formal Change Proposal being raised.

1.2 The DCUSA Issues Group will act under the auspices of the Panel but will have no powers to enforce changes to this Agreement or any existing industry agreements or associated systems.

2. Objectives

2.1 The objectives of the DCUSA Issues Group shall be to:

- (a) review issues relating to the operation of this Agreement that are submitted to it in by the Panel or by way of DCUSA Issue Forms;
- (b) discard issues as requiring no further action or to develop and propose cost / risk based solutions to issues;
- (c) identify the impact of such solutions on this Agreement;
- (d) consider such solutions in the light of the DCUSA Objectives;
- (e) provide the Panel with an early view as to the potential impact of Change Proposals that may be proposed from time to time;
- (f) review, on behalf of the Panel, industry developments and their possible impact on this Agreement;
- (g) consult outside the DCUSA Issues Group where appropriate; and
- (h) carry out any other activity requested by the Panel.

3. Membership

3.1 The membership of the DCUSA Issues Group shall be composed in accordance with Clauses 7.28 to 7.31.

4. Chair

4.1 The WG Chairman for the DCUSA Issues Group (the **Chair**) will at all times be from a company that is Party and will be appointed by majority vote of attendees at the first DCUSA Issues Group meeting and will serve for a 12-month term. At the first DCUSA Issues Group meeting following the expiry of such 12-month term, the Chair will be appointed by majority vote of members at that DCUSA Issues Group meeting.

4.2 Should the Chair resign, for whatever reason, before the expiry of his 12-month term, a vote will take place to appoint a new Chair at the next DCUSA Issues Group meeting. Such an appointment being for the next 12 months and to be based on the majority vote of attendees.

4.3 The Chair's role will be to chair meetings, facilitate discussions and establish a proposed way forward.

5. Requirements of Members

5.1 Members of the DCUSA Issues Group shall be required to act in accordance with Clause 7.33.

5.2 Those Parties entitled to attend the DCUSA Issues Group, and who chose to appoint a representative, shall, where reasonably possible, be expected to ensure their attendance on a consistent basis and ensure their commitment toward making the DCUSA Issues Group a success.

5.3 Representatives should be prepared to:

- (a) provide the confirmation referred to in Clause 7.24;
- (b) engage and participate fully in the DCUSA Issues Group;
- (c) take actions to be completed outside of the DCUSA Issues Group meetings; and
- (d) report back on views and actions taken.

6. Meeting Frequency

6.1 The DCUSA Issues Group will schedule meetings on a monthly basis. The convening of any meetings of the group will be on an as required basis depending on the number of issues on the table and the urgency for the resolution of them.

6.2 The Chair may convene an emergency meeting of the DCUSA Issues Group where necessary, for the purpose of debating urgent operational difficulties and, where appropriate, developing Change Proposals to overcome these.

6.3 The Chair will be required to give a minimum of 5 days notice of any such emergency meeting. Where practical, and expedient, emergency meetings of the DCUSA Issues Group may be conducted wholly, or partly, by conference call.

6.4 The Chair will be entitled to cancel any scheduled meeting of the DCUSA Issues Group if, having consideration to the views of the group, he considers there are insufficient items of importance for debate at the meeting to warrant holding it.

7. Secretariat

7.1 The DCUSA Issues Group will be supported by the Secretariat, who shall be responsible for:

- (a) booking, convening and circulating notice of meetings;
- (b) logging DCUSA Issue Forms and validating them for completeness;
- (c) circulating the agenda for each meeting of the DCUSA Issues Group at least 10 days in advance of the meeting (or as far in advance as reasonably practicable in the case of emergency meetings);
- (d) writing minutes of the meeting in a style and level of detail specified by the Chair;
- (e) circulating minutes of the meeting no later than 10 Working Days following the meeting;
- (f) publishing all meeting papers and minutes on the Website; and
- (g) providing a report to the Panel from each meeting as appropriate, giving a summary of key issues and progress being made, and including the task list or work plan for the DCUSA Issues Group.

8. Summary of Process

8.1 The DCUSA Issues Group will consider issues as:

(a) directed by the Panel; or

(b) raised by any person entitled to raise Change Proposals in accordance with Clause 10.2, which issues must be submitted by way of a completed DCUSA Issues Form.

8.2 Where a DCUSA Issues Form has been submitted to the Secretariat, the Secretariat shall add the matter to the next scheduled DCUSA Issues Group meeting. Issue forms submitted less than 10 Working Days before the next scheduled meeting will be accepted at the discretion of the Chair.

8.3 The DCUSA Issues Group shall consider and recommend to the Panel or raising Party (as appropriate) solutions to issues within the DCUSA Issues Group's scope.

8.4 The DCUSA Issues Group will actively seek to cluster issues for consideration together where a single solution may be viable.

8.5 The DCUSA Issues Group may recommend that changes be proposed to this Agreement for the resolution of these issues.

9. Decision Making

9.1 Recommended solutions to issues may be agreed at the meeting. The recommendations may include, but are not limited to, changes to this Agreement and best practice guidance to Parties.

9.2 Recommendations are to be agreed by majority consensus of those attending the relevant DCUSA Issues Group meeting.

10. Reporting

10.1 The DCUSA Issues Group reports directly to the Panel. A report will be provided to the Panel from each meeting, as appropriate, giving a summary of key issues and progress being made and including the task list or work plan for the group.

11. Funding

11.1 The Panel will be responsible for the costs of Secretariat services and ancillary charges such as teleconferencing charges.

11.2 The expenses of those serving on the DCUSA Issues Group will be managed in accordance with Clause 8.

12. Other Matters

12.1 Save as set out in this Schedule, the procedures of the DCUSA Issues Group shall be in accordance with any direction by the Panel from time to time.