

DCUSA Change Proposal 57 – Flexible Funding

Amendment of Clause 8.9 & Addition of Clause 8.9A

Share of Costs

8.9 Subject to Clause 8.9A, tThe amount (a **Cost Contribution**) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

8.9.1 in the case of each DG Party (in its capacity as such) and the OTSO Party, be zero; and

8.9.2 in the case of each other Party, be calculated as follows:

$$CC = 50\% \times \frac{N}{TN} \times RC$$

where:

CC is the relevant Party's Cost Contribution in respect of that Quarter;

N is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its MPAS Registration System; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across all of the MPAS Registration Systems (based, in each case, on the average figure for the three months comprising that Quarter and provided under clause 27.6 of the MRA);

TN is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the MPAS Registration Systems (based on the average aggregate figure for the three months comprising that Quarter and provided under clause 27.6 of the MRA); and

RC is the total amount of the Recoverable Costs incurred, or otherwise accounted for, in that Quarter.

8.9A In respect of the Recoverable Costs incurred in relation to activities stated in this Agreement to be subject to this Clause 8.9A, the Panel shall determine how those costs are to be shared between the Parties, and the Cost Contribution for the Parties

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shall be adjusted accordingly. The Panel shall determine how such costs are to be shared in accordance with any requirements stipulated as part of the statement that this Clause 8.9A is to apply, or (in the absence of any such requirements) in a reasonable manner having regard to the nature of the activities in question. Where an activity is stated in this Agreement to be subject to this Clause 8.9A, the Recoverable Costs relating to that activity shall (subject to any express statement to the contrary) include the Recoverable Costs associated with the Change Proposal by which such activity was added to this Agreement.

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