

DCUSA Change Proposal Form

This form is issued in accordance with Clause 10.5 of the DCUSA.

Completed forms should be returned to dcusa@electralink.co.uk for assessment by the DCUSA Panel. Failure to complete all parts of the form may result in it being rejected by the DCUSA Panel.

PART A – Mandatory for all Change Proposals

PART B – Mandatory for Non Charging Methodologies Proposals

PART C – Mandatory for Charging Methodologies Proposals

PART D – Guidance Notes

PART A - MANDATORY FOR ALL CHANGE PROPOSALS

Document Control	
CP Status	Urgent
CP Number	DCP 261
Date of submission	13 January 2016
Attachments	
Originator Details	
Company Name	npower
Originator Name	Sasha Pearce
Category	DG / DNO / IDNO / OTSO / SUPPLIER / OTHER
Email Address	Sasha.Pearce@npower.com
Phone Number	07881 617634
Change Proposal Details	
CP Title	Use of the Theft Assessment Calculator
Impacted parties	All
Impacted Clause(s)	Clause 32
Part 1 / Part 2 Matter	Part 2 Matter
Provide your rationale why you consider this change is a Part 1 or Part 2 Matter	This change is a Part 2 Matter as it does not meet the criteria set out in Clause 9.4. This change is classed as urgent as it needs to be in place as soon as possible after the date on which the Theft Assessment Calculator contract is signed to ensure that each Party agrees to only use the Theft Assessment Calculator for the purposes it is provided for and to indemnify DCUSA LTD should they breach this agreement. This will minimise the potential risk to Parties should the costs arising from misuse by any Party need to be recovered from all Parties.
Related Change Proposals	DCP 215 'The Inclusion of a Theft Assessment Calculator within DCUSA'
Change Proposal Intent	
This change seeks to indemnify DCUSA LTD should DCUSA Parties use the Theft Assessment Calculator for any purpose other than those permitted.	
Business Justification and Market Benefits	
DCP 215 'The Inclusion of a Theft Assessment Calculator within DCUSA' placed an obligation on the DCUSA Panel to	

develop and give effect to the Theft Assessment Calculator. The DCUSA Panel delegated the duty to refine the requirements for the Theft Assessment Calculator and procure a provider to a Project Working Group. During contract negotiation it was highlighted that the contract to develop the Theft Assessment Calculator is between DCUSA Ltd and the Theft Assessment Calculator provider but the users of the Theft Assessment Calculator are not party to this contract. Under the terms of that contract, DCUSA LTD has indemnified the provider against any Supplier or Distributor's use of the Tool which is not "**Non-commercial Use**". Without such a change to DCUSA, should any Party use the Theft Assessment Calculator for another purpose, any costs incurred by DCUSA Ltd as a result would be socialised across all DCUSA Parties. This change has been raised to mitigate this risk.

For the purposes of the contract **non-commercial use** is defined as:

'means use by the Client (and/or by any electricity supplier or electricity distributor licensed under the Electricity Act 1989), even if this entails monetary reward, where a public good results from the use. Public good can be defined as an activity which widens access to information sourced from the providers collection and has social or economic benefit (including more accurate electricity billing and/or electrical line loss calculations)'.

Proposed Solution and Draft Legal Text

Insert a new Clause 32.5 in Section 2A Distributor to Supplier/ Generator Relationships under Revenue Protection.

*"Each Party undertakes to only use the Theft Assessment Calculator for the purposes of assessing unrecorded electricity units arising as a result of instances of Theft of Electricity, and to only use the Theft Assessment Calculator for **non-commercial uses** (which includes more accurate electricity supply billing and more accurate line loss calculations). It is acknowledged that DCUSA Ltd has procured the Theft Assessment Calculator on the basis that it will only be used in accordance with this Clause 32.5. Each Party shall indemnify DCUSA Ltd against any costs incurred by DCUSA Ltd as a result of that Party breaching this Clause 32.5. This Clause 32.5 shall apply to every Party that uses the Theft Assessment Calculator (notwithstanding Clause 15)".*

Proposed Implementation Date

Next DCUSA Release Following Party Consent.

Impact on Other Codes

Please tick the relevant boxes and provide any supporting information.

- | | |
|-----------|-------------------------------------|
| BSC | <input type="checkbox"/> |
| CUSC | <input type="checkbox"/> |
| Grid Code | <input type="checkbox"/> |
| MRA | <input type="checkbox"/> |
| SEC | <input type="checkbox"/> |
| Other | <input type="checkbox"/> |
| None | <input checked="" type="checkbox"/> |

If other please specify

Consideration of Wider Industry Impacts

None

Environmental Impact

None

Confidentiality

None

PART B – MANDATORY FOR NON CHARGING METHODOLOGIES CHANGE PROPOSALS

DCUSA Objectives

General Objectives:

Please tick the relevant boxes. [See Guidance Note 9]

- 1 The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks
- 2 The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity
- 3 The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences
- 4 The promotion of efficiency in the implementation and administration of this Agreement
- 5 Compliance with the Regulation on Cross-Border Exchange in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.

Detailed rationale for better facilitation of the DCUSA Objectives identified above

This change is better facilitated by General Objective 4 as it promotes efficiency in the implementation and administration of this Agreement by preventing the risk of costs being socialised across all DCUSA Parties due to one Party using the Theft Assessment Calculator outside of the purpose DCUSA LTD has agreed with its provider.

PART C – MANDATORY FOR CHARGING METHODOLOGIES CHANGE PROPOSALS

DCUSA Charging Objectives

Please tick the relevant boxes. [See Guidance Note 11]

Charging Objectives:

- 1 that compliance by each DNO Party with the Charging Methodologies facilitates the discharge by the DNO Party of the obligations imposed on it under the Act and by its Distribution Licence
- 2 that compliance by each DNO Party with the Charging Methodologies facilitates competition in the generation and supply of electricity and will not restrict, distort, or prevent competition in the transmission or distribution of electricity or in participation in the operation of an Interconnector (as defined in the Distribution Licences)
- 3 that compliance by each DNO Party with the Charging Methodologies results in charges which, so far as is reasonably practicable after taking account of implementation costs, reflect the costs incurred, or reasonably expected to be incurred, by the DNO Party in its Distribution Business
- 4 that, so far as is consistent with Clauses 3.2.1 to 3.2.3, the Charging Methodologies, so far as is reasonably practicable, properly take account of developments in each DNO Party's Distribution Business
- 5 that compliance by each DNO Party with the Charging Methodologies facilitates compliance with the Regulation on Cross-Border Exchange in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.

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Detailed rationale for better facilitation of the DCUSA Objectives identified above

Please see Part B DCUSA General Objectives.

Has this issue been discussed at any other industry forums? If so please specify and provide supporting documentation

Theft Assessment Calculator Project Working Group

PART D – GUIDANCE NOTES FOR COMPLETING THE FORM

Guidelines for Working Group Members and Working Group Terms of Reference are available on the DCUSA Website and provide more information about the progression of the Change Process.
www.dcusa.co.uk

Ref	Data Field	Guidance
1	Attachments	Append any proposed legal text or supporting documentation in order to better support / explain the CP.
2	Part 1 / Part 2 Matter	A CP must be categorised as a Part 1 or Part 2 matter in accordance with Clause 10.4.7 of the DCUSA. All Part 1 matters require Authority Consent.
3	Related Change Proposals	Indicate if the CP is related to or impacts any CP already in the DCUSA or other industry change process.
4	Proposed Solution and Draft Legal Text	<p>Outline the proposed solution for addressing the stated intent of the CP. The Change Proposal Intent will take precedence in the event of any inconsistency. A DCUSA Working Group may develop alternative solutions.</p> <p>The plain English description of the proposed solution should include the changes or additions to existing DCUSA Clauses (including Clause numbers).</p> <p>Insert proposed legal drafting (change marked against any existing DCUSA drafting) which enacts the intent of the solution. The legal text will be reviewed by the Working Group (if convened) and is likely to be subject to legal review as part of its progress through the DCUSA change process.</p>
5	Proposed Implementation Date	<p>The Change can be implemented in February, June, and November of each year or as an extraordinary release. For Charging Methodology CPs, select an implementation date which takes in to consideration the deadlines for publishing indicative tariffs.</p> <ul style="list-style-type: none"> • Submission of Company indicative tariffs is 31 December of each year. • Final tariffs are published on 1 April of each year. <p>Please select an implementation date that provides sufficient time for the change to be incorporated into the appropriate charging model and the DCUSA in order to be reflected within the December indicative tariffs.</p> <p>Contact the DCUSA helpdesk for any further information on the releases dcusa@electralink.co.uk.</p>
6	Consideration of Wider Industry Impacts	Indicate whether this Change Proposal will be impacted by or have an impact upon wider industry developments. If an impact is identified, explain why the benefit of the Change Proposal may

		outweigh the potential impact and indicate the likely duration of the Change.
7	Environmental Impact	Indicate whether it is likely that there would be a material impact on greenhouse gas emissions as a result of the proposed variation being made. Please see Ofgem Guidance .
8	Confidentiality	Clearly indicate if any parts of this Change Proposal Form are to remain confidential to DCUSA Panel (and any subsequent DCUSA Working Group) and Ofgem.
9	DCUSA General Objectives	Indicate which of the DCUSA Objectives will be better facilitated by the Change Proposal.
10	Detailed Rationale for DCUSA Objectives	Provide detailed supporting reasons and information (including any initial analysis that supports your views) to demonstrate why the CP will better facilitate each of the DCUSA Objectives identified.
11	DCUSA Charging Objectives	Indicate which of the DCUSA Charging Objectives will be better facilitated by the Change Proposal. Please note that a CDCM or EDCM change may also facilitate the DCUSA General objectives.