

## DCP 462 - Impact of MHHS on certain DCUSA owned flows

### Legal Text

#### Add a new definition in Clause 1 as follows:

<u><b>DCUSA Messages</b></u>	<u>means Market Messages, Data Items, scenario variants and other meta data listed in the Energy Market Data Specification for which DCUSA is identified as the Meta Data Owner.</u>
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#### Amend Clauses 9.1 and 9.2 as follows:

### 9. CHANGE CONTROL

- 9.1 The main purpose of this Section 1C is to make provision for the terms and conditions of this Agreement to be varied. This Section 1C also contains provisions for amending DCUSA Messages.
- 9.2 No variation of this Agreement or a DCUSA Message may be made or may have effect unless it is made in accordance with the provisions of this Section 1C.
- 9.3 For the purposes of this Section, all actual or potential provisions of this Agreement shall be deemed to have the status of either a Part 1 Matter or a Part 2 Matter.

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#### Amend Clause 10.1 as follows:

### 10. CHANGE PROPOSALS

- 10.1 Each variation of this Agreement and/or DCUSA Message must commence with a proposal made in accordance with the provisions of this Clause 10 (a Change Proposal).

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#### Amend Clause 10.4 as follows:

- 10.4 A Change Proposal must contain the following information:
- 10.4.1 the name of the Proposer;

- 10.4.2 the name and contact details of an employee or representative of the Proposer who will act as a principal point of contact in relation to the proposal;
- 10.4.3 the date on which the proposal is submitted;
- 10.4.4 a description in sufficient detail of the nature of the proposed variation to the Agreement and/or DCUSA Message, and of its intended purpose and effect;
- 10.4.5 a statement of the reasons why the Proposer believes that this Agreement and/or DCUSA Message would, if the proposed variation were made, better facilitate the achievement of the DCUSA Objectives than if that variation were not made;
- 10.4.5A a statement of whether the Proposer believes that there would be a material impact on greenhouse gas emissions as a result of the proposed variation being made;
- 10.4.6 a statement as to which parts of the Agreement and/or DCUSA Message the Proposer considers would require to be changed in order to give effect to the proposed variation or as a consequence of that variation;
- 10.4.7 a statement of whether, in the opinion of the Proposer, the proposed variation relates to a Part 1 Matter or a Part 2 Matter;
- 10.4.8 a statement of whether the Proposer considers, in the light of the criteria set out in Clause 10.7, that the Change Proposal should be treated as urgent and, if so, its reasons for so considering; ~~and~~
- 10.4.9 the date from which the Proposer recommends that the proposed variation should have effect; and
- 10.4.10 in the case of variations proposed by DNO/IDNO Parties, confirmation as to whether it is raising the proposal in compliance with a direction of the Authority as envisaged by Clause 10.2.5.

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**Amend Clause 10.14 as follows:**

- 10.14 Subject to Clause 10.14A, the Panel may choose to refuse the referral of a Change Proposal by the Secretariat if in its opinion the content of the proposed variation of the Agreement and/or DUCSA Message is outside the scope of the Agreement as set out at Condition 22 (as supplemented by Condition 22A) of the Distribution Licences.

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**Amend Clauses 11.14 and 11.15 as follows:**

**Definition Procedure**

11.14 The Panel may establish, in respect of a Change Proposal, a Working Group for the purpose of undertaking the activities (the Definition Procedure) of:

11.14.1 consulting with the Parties, and (where appropriate) with any interested third parties, on the proposal, which third parties shall include, in respect of proposals to vary one or more of the Charging Methodologies, any person whose interests the Working Group identifies as being materially affected by a Charging Methodology (which consultation shall, where appropriate, be by way of consultation with bodies who represent the interests of such third parties);

11.14.2 considering and clarifying the likely effects of the proposed variation to the Agreement and/or DCUSA Message, and indicating which Party Categories it considers will be affected by the proposed variation;

11.14.3 evaluating, developing and refining the proposed variation to the Agreement and/or DCUSA Message (and, in undertaking such evaluation in respect of a Change Proposal to vary one or more of the Charging Methodologies (but not the CCCM), the Working Group shall have regard to the ability of the Authority to veto any Change Proposal that appears to the Authority to have as its purpose or effect the full or substantial substitution of one Charging Methodology for another);

11.14.4 evaluating the likely impact of the proposed date for implementation of the variation, and where it considers appropriate amending this date, subject to the following:

- (A) an implementation date specified by the Authority in accordance with Clause 11.9A.2 may not be amended;
- (B) (subject to (A) above) the implementation date should be the date that enables the proposed variation to take effect as soon as practicable after the decision to implement has been reached, taking into account the complexity, importance and urgency of the variation; and,
- (C) in undertaking such evaluation in respect of a Change Proposal to vary one or more of the Charging Methodologies, the Working Group shall have regard to the obligations of DNO Parties under this Agreement, and under their

Distribution Licences, regarding the frequency of changes to Use of System Charges, and regarding the notice to be given in advance of such changes

- 11.14.5 considering whether, if the proposed variation were made, the Agreement and/or DCUSA Message would better facilitate the achievement of the DCUSA Objectives than if that variation were not made; and
  - 11.14.6 considering whether it is likely that there would be a material impact on greenhouse gas emissions as a result of the proposed variation being made, and (if so) assessing such impact (which assessment shall be conducted in accordance with any guidance on the treatment of carbon costs and evaluation of greenhouse gas emissions issued by the Authority from time to time).
- 11.15 A Working Group established for the purposes of the Definition Procedure shall comprise:
- 11.15.1 at least five individuals who each have relevant experience and expertise in relation to the subject matter of the Change Proposal and whose backgrounds are broadly representative of the persons likely to be affected by the proposed variation to the Agreement and/or Market Message; and
  - 11.15.2 where the Proposer nominates such a person, one person nominated by the Proposer.

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**Amend Clause 11.20 as follows:**

- 11.20 The Change Report shall:
- 11.20.1 be addressed and delivered to the Panel;
  - 11.20.2 specify which Party Categories should (in the opinion of the Secretariat or, where the proposal was subject to the Definition Procedure, the Working Group) be eligible to vote on the Change Proposal;
  - 11.20.3 set out the proposed variation to the Agreement and/or DCUSA Message;
  - 11.20.4 specify the likely effects of the proposed variation were they to be implemented;
  - 11.20.5 state the proposed date for implementation;
  - 11.20.5A in any case in which the proposal was not subject to the Definition Procedure prior to the Report Phase, include the Proposer's statements of:

- (A) the detailed reasons why the Proposer believes that this Agreement and/or DCUSA Message would, if the proposed variation was made, better facilitate the achievement of the DCUSA Objectives than if the variation was not made; and
- (B) whether the Proposer believes that there would be a material impact on greenhouse gas emissions as a result of the proposed variation being made; and

11.20.6 in any case in which the proposal was subject to the Definition Procedure prior to the Report Phase, provide a detailed summary of:

- (A) the views of the Working Group as to whether, if the proposed variation were made, the Agreement and/or DCUSA Message would better facilitate the achievement of the DCUSA Objectives than if that variation were not made;
- (B) any responses received to the consultation process conducted by the Working Group under the Definition Procedure and not marked as confidential, together with a statement of the location on the Website at which such responses can be found;
- (C) why the Working Group considers that the proposed variation better facilitates the achievement of the DCUSA Objectives than any alternative variation put forward in accordance with Clause 11.18 or by a respondent to the consultation; and
- (D) whether the Working Group considers it is likely that there would be a material impact on greenhouse gas emissions as a result of the proposed variation (or any of the alternative variations referred to in Clause 11.20.6(C)) being made, and (if so) the Working Group's assessment of such impact (in accordance with any guidance on the treatment of carbon costs and evaluation of greenhouse gas emissions issued by the Authority from time to time).

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**Amend Clause 12.7 as follows:**

12.7 Each Group which casts a vote on whether to accept or reject the proposed variation in respect of a Change Proposal shall:

- 12.7.1 vote on the basis of its judgment, made by it in good faith, as to whether or not, if the proposed variation were made, this Agreement and/or the DCUSA Message would

better facilitate the achievement of the DCUSA Objectives than if that variation were not made; and

- 12.7.2 where it wishes to do so, provide a statement in accordance with the system established under Clause 12.4 of the reasons, by reference to the DCUSA Objectives, for its vote.

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**Amend Clause 13.1 as follows:**

- 13.1 The purpose of this Clause 13 is to determine whether or not a Change Proposal is to be accepted and the proposed variation to this Agreement and/or DCUSA Message made accordingly. The process shall be applied independently to the vote concerning the proposed variation and to the vote concerning the proposed implementation date, to determine in each case whether the proposal is accepted or rejected.

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**Amend Clause 14.1 as follows:**

- 14.1 The purpose of this Clause 14 is to provide that, where a Change Proposal has been accepted in accordance with Clause 13, the Panel shall make arrangements by which this Agreement and/or DCUSA Message will be varied in accordance with the variation so accepted (Implementation).

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**Amend Clauses 14.3 and 14.4 as follows:**

- 14.3 Where, in respect of any Change Proposal, the proposed variation to this Agreement and/or DCUSA Message is accepted in accordance with Clause 13, but the proposed implementation date is rejected:

- 14.3.1 the Change Proposal will be re-submitted to the Assessment Process and Voting Procedure but so that only the newly proposed implementation date (and not the proposed variation to the Agreement and/or DCUSA Message) is assessed and voted upon; and

- 14.3.2 the provisions of this Clause 14 shall not apply to the Change Proposal until the proposed implementation date is also accepted in accordance with Clause 13.

- 14.4 Where, in respect of any Change Proposal, the proposed variation to this Agreement and/or DCUSA Message is rejected in accordance with Clause 13 but the proposed implementation date is accepted, the Change Proposal as a whole shall be deemed to have been rejected in accordance with Clause 13.

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**Amend Clause 14.9 as follows:**

- 14.9 Where, having regard to representations received from the Secretariat or from any Party, the Panel considers that it is not reasonably practicable to vary this Agreement and/or DCUSA Message by the relevant implementation date:
- 14.9.1 the Panel may request the Authority to direct that a new later implementation date be substituted for the first such date; and
- 14.9.2 where the Authority makes such a direction following a request by the Panel, the implementation date directed by the Authority shall have effect in substitution for the first such date, and the duties of the Panel and of each Party under this Clause 14 shall be defined by relation to that later date.

**Gowling WLG (UK) LLP**

**16 September 2025**