






Final Modification Report	At what stage is this document in the process?
<h1>IGT147:</h1> <h2>Updating specific gender references to neutral terms</h2>	<div>01 Modification</div> <div>02 Workgroup Report</div> <div>03 Draft Modification Report</div> <div>04 Final Modification Report</div>
<p><b>Purpose of Modification:</b></p> <p>This modification is being raised to update any specific gender references such as 'he', 'him', 'his', 'Chairman' etc to neutral terms such as 'their', 'them', 'they' and 'Chairperson'.</p>	
	<p>Panel consideration is due on <b>22<sup>nd</sup> January 2021</b></p> <p><i>(delete as appropriate following Panel's decision)</i></p> <p>The Panel determined that this self-governance modification be implemented.</p>
	<p>The Panel determined that this fast-track self-governance modification should not be implemented.</p>
	<p>High Impact:</p> <p>None</p>
	<p>Medium Impact:</p> <p>None</p>
	<p>Low Impact:</p> <p>Pipeline Operators, Pipeline Users</p>

## Contents

<b>1 Summary</b>	<b>3</b>
<b>2 Governance</b>	<b>3</b>
<b>3 Why Change?</b>	<b>3</b>
<b>4 Code Specific Matters</b>	<b>4</b>
<b>5 Solution</b>	<b>4</b>
<b>6 Impacts &amp; Other Considerations</b>	<b>4</b>
<b>7 Relevant Objectives</b>	<b>5</b>
<b>8 Implementation</b>	<b>5</b>
<b>9 Legal Text</b>	<b>6</b>
<b>10 Consultation</b>	<b>11</b>
<b>11 Panel Discussions</b>	<b>12</b>
<b>12 Recommendations</b>	<b>13</b>

## Timeline

*Following a Pre-Modification discussion on 8<sup>th</sup> October 2020, the Workgroup noted that this Modification did not need a Workgroup and noted any issues should be drawn out through the consultation. The timetable below sets this out and affords one month for the legal text drafting to take place before coming back to the Panel for a decision on Consultation.*

### The Proposer recommends the following timetable:

Pre-Modification consideration by Workgroup	8 <sup>th</sup> October 2020
Amended Modification considered by Workgroup	NA
Draft Modification Report presented to Panel	27 <sup>th</sup> November 2020
Draft Modification Report issued for consultation	2 <sup>nd</sup> December 2020
Consultation Close-out for representations	23 <sup>rd</sup> December 2020
Variation Request presented to Panel	dd month year
Final Modification Report available for Panel	8 <sup>th</sup> January 2021
Modification Panel decision	22 <sup>nd</sup> January 2021



Any questions?

Contact:

**Code Administrator**



**igtunc@gemserv.com**



**02070901044**

Proposer:

**Kirsty Dudley**



**Kirsty.Dudley@eoneenergy.com**



**07816172645**

## 1 Summary

### What

The IGT UNC was designed originally many years ago when the approach to legal text creation defaulted to gender in drafting. The current day the approach to drafting gender is very different with preferences now defaulting to numerous categories, it is therefore, proposed to remove specific gender references replacing them with neutral terms.

### Why

To ensure code remains up to date, robust and inline with current day practices, the amendment to remove gender specific references would ensure code remains aligned to the newer codes. This is the direction the Retail Energy Code (REC) is taking, which isn't defaulting to gender referencing but ensuring it remains neutral in its approach.

### How

Updating any specific gender references such as 'he', 'him', 'his', 'Chairman' etc to neutral terms such as 'their', 'them', 'they' and 'Chairperson'.

Note: the amendment of Chairman to Chairperson is only required if IGT140 is not approved.

## 2 Governance

### Justification for Self-Governance Procedures

It is proposed this follows the self-governance route as the changes are cosmetic to the code and doesn't change the intention of any of the clauses as drafted and can therefore be reviewed as housekeeping edits and therefore meets the self-governance criteria.

Due to the need to ensure the correct neutral term is used for each current day reference it does not meet the fast track criteria and would require workgroup discussion and review of the legal text.

### Requested Next Steps

This modification should:

- be subject to self-governance
- be sent out for consultation

The Modification proposal had a pre-modification discussion at the October 2020 workgroup; the members were in support of the solution but did not feel that it needed to be developed at a workgroup. It was recommended that the Code Administrator and Pipeline Operator providing the legal text required adequate time to develop the text before sending it out for consultation rather than going via the Fast Track route.

## 3 Why Change?

Times have changed since the IGT UNC was originally drafted, previously gender specific references were the standard but today this is not the case, with new codes such as the Retail Energy Code (REC) moving away from gender referencing.

As the proposers, we support this approach and believe that codes such as the IGT UNC should also complete the amendments from gender specific terms to gender neutral throughout the drafting.

There is no legal requirement to complete this but to ensure code remains up to date and robust we believe that removal of these specific terms would better the code and modernise it whilst still keeping the contract between the Pipeline Operators and Pipeline Users.

## 4 Code Specific Matters

### Technical Skillsets

Understanding of the IGT UNC.

### Reference Documents

None.

## 5 Solution

The solution is to update any specific gender references such as 'he', 'him', 'his', 'Chairman' etc to neutral terms such as 'their', 'them', 'they' and 'Chairperson'.

Specific reference is to be replaced with the most suitable neutral term as a replacement may not see the sentence read correctly.

The amendments should be throughout the main IGT UNC document and all associated ancillary documents.

The amendment to Chairperson should be captured as part of IGT140 but as that modification has not been approved yet we have also included that gender reference as part of this solution.

## 6 Impacts & Other Considerations

### Does this modification impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

It is not believed to have an impact on the Switching or Code Consolidation SCR.

### Consumer Impacts

None, this is a housekeeping change.

### Cross-Code Impacts

Although no direct impacts to any other codes we would recommend a CACoP discussion to ensure neutral terms are introduced in all codes. A modification will also be raised in the UNC..

### Environmental Impacts

None, this is a housekeeping change.

## 7 Relevant Objectives

Impact of the modification on the Relevant Objectives:	
Relevant Objective	Identified impact
(A) Efficient and economic operation of the pipe-line system	None
(B) Co-ordinated, efficient and economic operation of (i) the combined pipe-line system; and/or (ii) the pipe-line system of one or more other relevant gas transporters	None
(C) Efficient discharge of the licensee's obligations	None
(D) Securing of effective competition: (i) between relevant shippers; (ii) between relevant suppliers; and/or (iii) between DN operators (who have entered into transportation agreements with other relevant gas transporters) and relevant shippers	None
(E) Provision of reasonable economic incentives for relevant suppliers to secure that the domestic customer supply security standards... are satisfied as respects the availability of gas to their domestic customers	None
(F) Promotion of efficiency in the implementation and administration of the Code	Positive
(G) Compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators	None

This change delivers Objective F by ensuring code remains efficient, effective and robust with its approach to gender referencing. This is essentially a housekeeping change to translate the specific terms to neutral terms, it doesn't seek to change the intention of any of the clauses but keep code modern in its drafting approach.

## 8 Implementation

The next standard release following approval.

## 9 Legal Text

### Legal Text Commentary

The areas of most change detailed below are focused around three main areas; Experts, observers and Alternates. In this case, the neutral terms of them, their and they should be read and interpreted as a singular party.

### Legal Text

#### Part K

#### **8 Expert determination**

8.1 A dispute which is to be referred to or resolved by an expert (“**Expert Determination**”) shall be determined by a person appointed as expert in accordance with Clauses 8 to 17.

8.2 No person shall be nominated as a proposed expert under Clauses 9.2 or 9.3 unless that person has the requisite qualifications to resolve a dispute referable under the Code to Expert Determination by virtue of ~~their~~~~his~~ education, experience and training.

#### **10 Appointment of the Expert**

~~10.1~~ Upon the selection under Clause 9 or 10 of an expert, the parties shall forthwith notify the expert selected of ~~his~~~~their~~ selection and request ~~them~~~~him~~ to confirm within 5 Business Days whether or not they are willing and able to accept the appointment.

10.3 If the selected expert is unwilling or unable to accept the appointment, or shall not have confirmed ~~their~~~~his~~ willingness and ability to accept such appointment within the period required under Clause 10.1, or the amount of ~~their~~~~his~~ remuneration or terms of ~~their~~~~his~~ appointment are not agreed within the period required under Clause 10.4, the parties shall endeavour to agree upon the selection of another expert within 3 Business Days, failing which another expert shall be selected in accordance with Clause 9.5.

10.4 The parties shall use their best endeavours to ensure that the terms of the contract of appointment of the expert are agreed with ~~them~~~~him~~ within 10 Business Days following ~~their~~~~his~~ confirmation of ability and willingness to act, and agree that if the parties are unable to agree with the expert the amount of ~~their~~~~his~~ remuneration or any other terms of ~~their~~~~his~~ appointment then:

- (a) if one or more of the parties is willing to agree what the expert proposes, such amount or terms shall be determined by the President for the time being of the Law Society whose decision shall be final and binding on the parties to the dispute and whose costs of such reference shall be borne by the parties to the dispute equally;
- (b) if none of the parties is willing to agree what the expert proposes, or the expert is not willing to agree what is determined pursuant to paragraph (a), another expert shall be selected in accordance with Clause 10.3.

#### **11 Timetable and Procedure**

11.1 No later than 5 Business Days following ~~their~~~~his~~ appointment, the expert shall by giving reasonable notice to each party convene a meeting with the parties at which ~~they~~~~he~~ shall raise any matters upon which ~~they~~~~he~~ requires clarification and discuss with the parties any additional procedural requirements ~~he or~~ they may have.

11.4 The expert shall disregard any documentation, information, data or submissions supplied or made (other than pursuant to Clause 11.9) by any party later than 20 Business Days after ~~their~~<sup>his</sup> appointment unless the same are provided in response to a request from the expert.

11.5 If the expert shall wish to obtain independent professional and/or technical advice in connection with the dispute:

- (a) ~~they~~<sup>he</sup> shall first provide the parties with details of the name, organisation and estimated fees of the professional or technical adviser; and
- (b) ~~they~~<sup>he</sup> may engage such adviser with the consent of the parties which consent shall not be unreasonably withheld for the purposes of obtaining such professional and/or technical advice as ~~they~~<sup>he</sup> may reasonably require.

11.6 The expert may at ~~their~~<sup>his</sup> discretion and at any time request information from any of the parties orally but shall only do so in the presence of the other parties.

11.8 The expert shall provide a draft of ~~their~~<sup>his</sup> determination, which shall be a report in writing giving reasons for the determination, to the parties not later than 35 Business Days following ~~their~~<sup>his</sup> appointment.

11.11 The expert shall submit ~~their~~<sup>his</sup> final determination, which shall be a report in writing giving reasons for his determination of the dispute, to the parties not later than 50 Business Days following ~~their~~<sup>his</sup> appointment.

11.12 If the expert fails to submit the final determination by the time required under Clause 11.10, at the request of any party another expert may be appointed in accordance with the provisions of Clauses 8 to 17 and the appointment of the previous expert shall cease unless before the appointment of the new expert, the previous expert shall have submitted ~~their~~<sup>his</sup> final determination hereunder, in which case the new expert shall be forthwith informed that ~~their~~<sup>his</sup> services will not be required.

## **12 Effect of determination**

12.1 The expert's final determination shall (unless given after the appointment of another expert under Clause 11.11) be final and binding on the parties except in the event of fraud or where it is so clearly erroneous on its face that it would be unconscionable for it to stand, in which case another expert may be appointed in accordance with the provisions of Clauses 8 to 17.

12.2 Except as provided in Clause 12.1, no party shall commence proceedings in respect of or refer to any court any finding by the expert, whether made at any time after ~~their~~<sup>his</sup> appointment or in ~~their~~<sup>his</sup> determination, as to the dispute or the construction of or otherwise in respect of the Code or any Ancillary Agreement.

## **13 Conflict of interest**

13.1 The expert shall confirm to the parties before ~~their~~<sup>his</sup> appointment that ~~they~~<sup>he</sup> does not hold any interest or duty which would or potentially would conflict with the performance of ~~their~~<sup>his</sup> duties under ~~their~~<sup>his</sup> contract with the parties.

13.2 If after ~~their~~<sup>his</sup> appointment the expert becomes aware of any interest or duty which conflicts or potentially conflicts with the performance of ~~their~~<sup>his</sup> duties under ~~their~~<sup>his</sup> contract with the parties, the expert shall inform the parties forthwith of such conflict giving full details thereof.

15.3 The expert's fees and expenses under Clause 15.2 shall be payable by the parties in equal amounts, unless the expert (having regard to the conduct of the parties with respect to the dispute in question) shall direct in ~~their~~<sup>his</sup> final determination that such costs and expenses should be borne by one or some only of the parties, in which case the parties shall pay such fees and expenses in accordance with such direction.

15.4 If the terms of the expert's appointment provide for the payment of ~~their~~<sup>his</sup> fees and expenses before the delivery of the final determination, the parties shall pay such fees and expenses in equal amounts, and shall make adjustment payments inter se following any such direction as is referred to in Clause 15.3.

## **PART L**

**"Panel Chair~~personman~~"**: the person appointed as chair~~personman~~ of the IGT UNC Modification Panel by the IGT UNC Operators and, as the context may require, shall include a deputy chair~~personman~~;

**"Relevant Designated Person"**: means in the case of:

- (a) the Pipeline Users' Representatives and the Suppliers' Representative:
  - (i) subject to paragraph (ii) below, the Code Administrator<sub>or</sub>
  - (ii) any other individual of whose identity the Panel Chair~~personman~~ may be notified by the Authority;
- (b) the IGT UNC Operators Representatives the Association of Independent Gas Transporters (a company incorporated in England and Wales, with company registration number 3591677);
- (c) **"Voting Member"**: any IGT UNC Operator's Representative (other than the Panel Chair~~personman~~ and deputy chair~~personman~~) and any Pipeline Users' Representative;

## **4 Composition of the IGT UNC Modification Panel**

4.1 The IGT UNC Modification Panel shall be composed of:

- (a) the Panel Chair~~personman~~ being a non-voting Member;
- (b) up to three (3) IGT UNC Operators' Representatives being Voting Members;
- (c) if appointed, up to three (3) Pipeline Users' Representatives, being Voting Members;
- (d) if appointed, the Ofgem Representative being a non-voting Member

4.3 If any of the persons referred to in Clause 4.2 wishes to attend a meeting of the IGT UNC Modification Panel to which ~~they~~<sup>he</sup> ~~have~~<sup>s</sup> not been invited, ~~they~~<sup>he</sup> may do so if ~~they~~<sup>he</sup> ~~have~~<sup>s</sup> been given permission by the Panel Chair~~personman~~.

4.8 The Code Administrator shall attend meetings of the IGT UNC Modification Panel and any person acting as ~~their~~<sup>his</sup> deputy may attend any meeting of the IGT UNC Modification Panel at which the Code Administrator is also in attendance.

~~4.9~~ The IGT UNC Operators shall appoint (and as the case may be remove and reappoint) one person from time to time as the Panel Chair~~personman~~ and one person from time to time as the



deputy Panel Chair~~personman~~. The IGT UNC Operators may appoint the Code Administrator as Panel Chair~~personman~~ or deputy Panel Chair~~personman~~.

5.3 If any individual shall for whatever reason notify the Code Administrator that ~~he~~ they wish to cease to be a Member, ~~he~~ they shall cease to be a Member in accordance with the notice and the Code Administrator shall send a copy of such notice to the Designated Person and inform in due course, any other relevant persons determined by the Code Administrator.

5.4 Each Member may, from time to time, by notice to the Code Administrator appoint (or revoke the appointment of) an individual (including, but without limitation, another Member other than the Panel Chair~~personman~~) to act on behalf of the Member as their alternate (an “Alternate”). The appointment (and revocation of the appointment) of any individual as an Alternate shall be conditional upon and shall only be effective upon receipt of notice by the Code Administrator.

5.7 An Alternate may attend any meeting of the IGT UNC Modification Panel which is not also attended by the Member (in ~~their~~his capacity as a Member) who appointed ~~them~~him. If that Alternate is the Alternate of a Voting Member, ~~they~~he may also vote and generally at any such meeting shall have and shall be able to exercise and discharge any and all of the functions, powers and duties of the Member who has appointed that Alternate. Alternates of Voting Members may sign written resolutions pursuant to Clause 7.7 provided that if an Alternate of a Voting Member and the Voting Member who appointed ~~them~~him shall sign a written resolution the signature of the Voting Member shall be effective and the signature of the Alternate shall be disregarded.

5.9 A Member shall cease to be a Member if:

- (a) the Member fails, in person or by Alternate, to attend three (3) consecutive meetings of the IGT UNC Modification Panel that have been duly convened;
- (b) an IGT UNC Operator or Pipeline User ceases to be an IGT UNC Operator or Pipeline User, or has its Gas Transporter or Shipper’s Licence revoked, and the Member is employed by either:
  - (i) that IGT UNC Operator or Pipeline User; or
  - (ii) an affiliate of that IGT UNC Operator or Pipeline User;
- (c) the Member ceases to be in the employment of the IGT UNC Operator or Pipeline User, or an affiliate of the IGT UNC Operator or Pipeline User, that ~~they were~~he was employed by when appointed under Clause 4.5 or 4.6 of Section L.

6.9 Members of whom two (2) shall be IGT UNC Operators and two (2) shall be Pipeline Users’ Representatives (excluding the Panel Chair~~personman~~) present at a meeting of the IGT UNC Modification Panel who can exercise four (4) votes shall be a quorum.

## **7 Form of Meetings of IGT UNC Modification Panel**

7.1 The Panel Chair~~personman~~ or, in the absence of the Panel Chair~~personman~~, the deputy chair~~personman~~, shall preside at meetings of the IGT UNC Modification Panel.

7.2 The Panel Chair~~personman~~ shall conduct all meetings of the IGT UNC Modification Panel in accordance with the Chair~~personman~~’s Guidelines.

## **8 Minutes of Meetings of the IGT UNC Modification Panel**

8.1 The Code Administrator shall:

- (a) ensure that all meetings of the IGT UNC Modification Panel and all determinations of the IGT UNC Modification Panel (at meetings of the IGT UNC Modification Panel) are minuted and, as regards such determinations, that the minutes record the manner in which each Voting Member cast ~~their~~<sup>his</sup> vote in respect of each matter determined by the IGT UNC Modification Panel; and
- (b) issue a report of determinations of the IGT UNC Modifications Panel to each Member, each IGT UNC Operator and each Pipeline User within three (3) Business Days of the meeting of the IGT UNC Modification Panel at which such determinations were made.

19.8 Where for an IGT UNC Modification Workstream meeting the Code Administrator is unable to provide:

- (a) a chair~~person~~<sup>man</sup> pursuant to Clause 19.6; or
- (b) a secretariat to record the minutes pursuant to Clause 19.7;

19.10 Where Work Group members reach the consensus that the Development of a Modification Proposal may be better facilitated through a Sub Group, the Work Group Chair~~person~~<sup>man</sup> may direct that such a Sub Group is formed.

19.11 Where a Sub Group is formed pursuant to Clause 19.10 the Work Group chair~~person~~<sup>man</sup> shall ensure that:

- (a) a chair~~person~~<sup>man</sup> is elected to lead the Sub Group;
- (b) all parties wishing to become Sub Group members are recorded as being members of the relevant Sub Group;
- (c) the deliverables of the Sub Group are recorded in the minutes of the Work Group meeting;
- (d) that a date is established and minuted for the Sub Group chair~~person~~<sup>man</sup> to report back to Work Group with the Sub Group's work and/or findings; and
- (e) the Code Administrator provides assistance to the Sub Group chair to communicate information to IGT UNC parties.

## 20 Terms of Reference

20.1 The Terms of Reference for each Modification Proposal referred to a Work Group shall:

- (a) detail the Modification Proposal;
- (b) detail the work to be undertaken by the Work Group, to enable the Work Group to prepare its Work Group Report; and
- (c) specify any matters, in addition to those referred to in the Chair~~person~~<sup>man</sup>'s Guidelines (available on the IGT UNC Website), which the Work Group, should address in its Work Group Report
- (d) detail other matters (if any) to be considered or reviewed by the Work Group;
- (e) state whether the Work Group, should consult with any other person for the purposes of its Work Group Report, and if so, detail the extent to which and identify which person (or

persons) it should consult with, but this shall not require the Code Administrator to engage or remunerate any person so consulted;

(f) set a timetable in accordance with which the work of the Work Group is to be done and its Work Group Report prepared; and

(g) specify when the Work Group, is to comment upon the legal text of the Modification, provided to the Work Group pursuant to Clause 21.

## 28 General

28.1 Members may propose amendments to the Chair~~person~~man's Guidelines from time to time by notice in writing to the Code Administrator who shall place such proposed amendments on the Agenda for the next following meeting of the IGT UNC Modification Panel. If such proposed amendments are approved by determination of the IGT UNC Modification Panel, the Code Administrator shall amend the Chair~~person~~man's Guidelines as appropriate and circulate to Members, each IGT UNC Operator and Pipeline Users the Chair~~person~~man's Guidelines within ten (10) Business Days of such meeting.

## Part M

"Chair~~person~~man's Guidelines" shall have the meaning in Part L 2.1;

"Panel Chair~~person~~man" shall have the meaning in Part L 2.1;

# 10 Consultation

Panel invited representations from interested parties for a 15-day consultation period. This closed on 23<sup>rd</sup> December 2020. The summaries in the following table are provided for reference on a reasonable endeavours basis only. We recommend that all representations are read in full when considering this Report. Representations are published alongside this Final Modification Report.

Representations were received from the following parties:

Organisation	Response	Relevant Objectives	Key Points
Energy Assets	Support	F - positive	<ul style="list-style-type: none"> <li>The proposed change brings the drafting within IGT UNC up to date and into alignment with more recent Codes.</li> <li>I agree that this should be a self-governance modification as it does not affect the intent of any clauses within the Code.</li> <li>I do not believe there is any requirement for a lead time as there are no changes to the operation of the Code.</li> <li>We are satisfied with the Legal Text.</li> </ul>

E.ON	Support	F - positive	<ul style="list-style-type: none"> <li>• We support the implementation of this modification as it ensures the code remains modern in its drafting and robust.</li> <li>• We support this being self-governance as it doesn't require authority decision as it can be classed as a housekeeping change, this is because it is only updating references, it is not changing the intent.</li> <li>• No cost of impacts are expected, costs are administration of the IGT UNC doing the amendments.</li> <li>• We believe that that legal text delivers the solution and that if the change was to be implemented this should be in the next scheduled release.</li> </ul>
Scottish Power	Support	F - positive	<ul style="list-style-type: none"> <li>• SP supports what the modification seeks to achieve by updating specific gender references within code documentation to a more current and relevant text.</li> <li>• SP would not face any development or ongoing costs as a result of this modification.</li> <li>• We support the Self-Governance statement.</li> <li>• No lead time would be required as this is more a housekeeping update to code documentation and implementation could be as soon as possible.</li> <li>• SP agrees the legal text will deliver the intent of the modification.</li> </ul>

## 11 Panel Discussions

*The Code Administrator will provide a summary of the Panel discussions that inform any decisions taken. This will include a record of Panel's views on the representations, the outcome of any votes and, where alternates exist, Panel's preference.*

### Discussion

Insert text here

### Consideration of the Relevant Objectives

Insert text here

### Determinations

Insert text here

## 12 Recommendations

### Panel Determination Self-Governance

Members agreed:

- that Modification 147 should [not] be implemented