GTAC Workshop Block 2

7 August 2018

Agenda

Agenda Items		Indicative Timing
	Workstream 1 – ICAs	
1.3	Core Terms of Interconnection	10am-12pm
	Lunch	12-1pm
1.3	Core Terms of Interconnection (contd.)	1-5pm

1.2 Core Terms of Interconnection

Discussion Objective

Determine detail of core ICA terms

GTAC Reference

s. 7.13

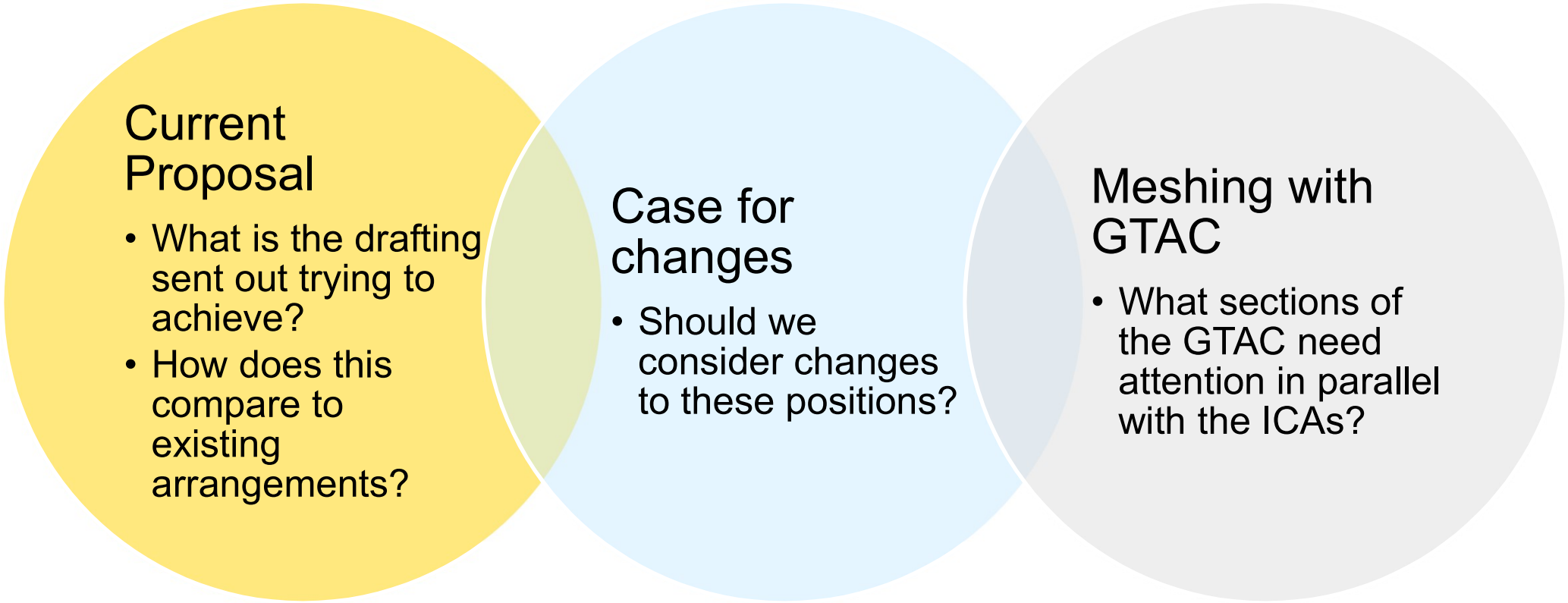
FAP Findings

- Accuracy requirements need to be contained within the ICA (65)
- OBAs have no entitlement to AHPs, etc. (18, 68). IC parties discouraged from using OBA accordingly
- Shippers not best placed to choose the allocation method (68)
- IPs best placed to react to OFOs under curtailment (21, 83)
- Obligations to protect customers from non-spec gas have been reduced, in particular the shipper right to seek confirmation of compliance (94)
- Appendix D.1
  - Needs to include:
  - 7.13(b) Metering requirements (location, ownership, monitoring rights) (160)
  - 7.13(g) details on disclosure of outage information (27, 160)
  - 7.13(r) liability (160)
  - 12.2 injection and monitoring of off-specification gas (160)
  - Assuring equality of access to IPs
  - Need to mesh, shipper and IP and those of other IPs to ensure there is coherency of arrangements
  - Absence of confidentiality arrangements for IC parties (27)

Supporting Material

- Information on current number of ICAs, termination, counterparties, confidentiality
- Summary of possible core terms and their treatment under MPOC, VTC and GTAC template ICAs
- Summary of core terms and comparative treatment under FG Existing ICAs and MPOC
- ICA Policy

Background to the discussion



How will the ICA terms be integrated?

Integration with the GTAC

- Specification of common terms in an appendix to the GTAC
- Principles:
  - First Gas ICAs should be self-contained
  - GTAC and the ICAs were to mesh and be consistent.

What has been the starting point for drafting?

- Schedule 5 and 6 provisions have been taken from the forms of Receipt Point ICA and Delivery Point ICA released as part of 8 December GTAC assessment package
- provisions in Schedules 5 and 6 have not been changed from those 8 December documents so people are able to work from documents with which they are already familiar;
- Existing ICA section numbering has not been changed but will be updated later in the review process

Proposed solution

- a new section 8 of the GTAC addressing ICAs;
- Schedule 5 containing the identified common and essential terms of Receipt Point ICAs (noting that new TTP provisions have been included);
- Schedule 6 containing the identified common and essential terms for Delivery Point ICAs;
- Existing sections 7.12 to 7.15 of the GTAC will be deleted (as section 8 replaces them).

What will happen from here?

- Relevant provisions in Schedules 5 and 6 will be updated to reflect all discussions so that they remain consistent.

How will we ensure meshing with the GTAC?

Reflecting GTAC provisions in ICAs

- Some GTAC provisions will be incorporated directly with appropriate changes for context (e.g., Metering, TTP and Liabilities);

Incorporating Changes to the GTAC

- Section 20.4 of each ICA expressly incorporates any GTAC changes into ICAs
- Code prevails where there is inconsistency

Definitions

- Section 20.1 provides any common definitions in the GTAC (including any changes) flow through into ICAs

TTP

- TTP provisions included in Schedule 5

OBA

- Express provision for the Interconnected Party to choose to become an OBA Party
- Requirement to comply with the GTAC provisions that apply to an OBA Party

Publication

- Section 8.4 of the GTAC and section 19.6 of each ICA provides for the publication of any new ICA (and any amendment) on OATIS

What will we be covering?

Technical

1. Applicable technical standards
2. Gas quality
3. Metering

Balancing and Flexibility

4. Peaking
5. Flow to nominations
6. Pressure
7. RP nominations and gas scheduling (options for nominations and confirmation)
8. Right to OBA/allocation
9. TSO Instructions and Curtailment

Governance

10. Changes
11. Liability (to be discussed further in liabilities stream)
12. Liability for non-specification gas (to be discussed further in liabilities stream)
13. Confidentiality
14. Fees and charges (balancing fees plus obligation to follow interconnection policy)
15. Termination
16. Delegated authority/agent (individual, but how agents are treated is common)
17. Force majeure
18. Status of obligations in critical contingency events

NOT COVERED IN THIS DISCUSSION

Individual Terms

From 10 July Workshop:

1. Term
2. Renewal rights

Other terms:

1. Health and Safety
2. Prudential
3. Invoicing and Payment
4. Access Rights
5. Regulatory Change
6. Disputes Resolution

1. Applicable Technical Standards

Requirements

Applicable technical standards for gas and metering should be specified. For example, NZS 5442, NZS 5259, and the Metering Requirements Document

Proposed ICA Position

- ICA Schedules ss. 4, 6, 7 and Schedule 2
- Reference to detailed gas metering requirements (section 4), which refer to the Metering Requirements
- Gas definition from the GTAC applies, which refers to NZS:5442 (Gas Specification)
- Design, construction, operation and maintenance of stations not considered common and essential terms. Covered in the Interconnection Policy

Touchpoints with GTAC

Gas definition

5
13

Metering Requirements
Interconnection Policy

Existing ICA Position

	MPOC	VTC
Receipt Point	Schedule 1 of the MPOC refers to technical standards that primarily relate to: • the design, construction, operation and maintenance of stations; and • technical and testing requirements for metering. Schedule 1 applies through provisions in sections 2, 5 and 16 of the MPOC. Section 17 requires IPs who inject gas into the transmission system to comply with NZS:5442 (Gas Specification)	VTC ICAs refer to technical standards for both gas specification, and gas metering (either directly or via the Metering Requirements).
Delivery Point	No material difference with Receipt Points	No material difference with Receipt Points

Intended outcome:

- No change with reference to a Metering Requirements document for VTC point
- Equivalent standards in Metering Requirements and MPOC
- Treatment of gas definition equivalent

2. Gas Quality

Requirements

Set out responsibility for monitoring and reporting gas quality including any rights of inspection and audit.

All IPs should have the same obligation in regard to the quality of gas they inject:

- Restrictions on injection of non-specification gas
- Notification of non-specification gas incidents
- Costs of monitoring and testing the gas injected

No secrecy about non-specification gas incidents. Incidents should be publicly notified by First Gas.

Proposed ICA Position

- ICA Schedules s 6

Receipt Point

- Inject only specification gas.
- Responsibility for monitoring and testing sits with IP
- First Gas able to request demonstration of compliance
- Non-specification gas issues notified by the IP to First Gas and relevant information provided

Delivery point

- Non-specification gas detected notified by the IP to First Gas and relevant information provided

Notification

- First Gas makes information available on OATIS to shippers and IPs

Meshing with GTAC

Gas definition

12,2, 12.4, 12.5, 12.6, 12.7, 12.9

Existing ICA Position

	MPOC	VTC

Receipt Point	• IP must not inject any gas that does not meet the Gas Specification (s. 2.7)
	• Each IP must: (s. 17.2)
	  • Ensure that all gas that it injects complies with the Gas Specification
	  • Monitor all such gas to demonstrate such compliance
	• IP must notify FG if it detects or suspects non-spec gas is flowing
	• First Gas must then notify all Shippers and IPs (ss. 17.5 and 17.6)
	• Required monitoring frequencies for gas characteristics and components set out in s.17.15
	• IP to pay all costs of monitoring and testing the gas it injects (s 17.18)
	• FG can seek a demonstration of compliance with the Gas Spec from an IP
		• All gas that is injected must meet the gas spec
		• ICAs contain provisions as to who is responsible for Gas monitoring and testing, and typically specify assign costs. This is typically the IP
		• Rights of inspection or compliance are typically held by FG
		• Due to confidentiality requirements, not all non-specification gas incidents may be able to be publicly notified but notification to affected parties is often provided for

Delivery Point	• IP required to notify First Gas if it detects or suspects non-specification gas is flowing. • First Gas required to notify all Shippers and IPs (ss17.5 and 17.6 MPOC)	• ICAs typically do not require monitoring of, or reporting on, gas quality at the Delivery Point. But addressed through Receipt Point ICA provisions • Non-specification gas event notification is typically not specifically addressed

Intended Outcome and Question:

Improvement on current position by providing more transparency on gas quality issues and events

Should the ability to request a demonstration of compliance extend to Shippers and IPs?

3. Metering

Requirements	Proposed ICA Position	Meshing with GTAC
The responsibility for testing and monitoring measurement equipment, and for reporting of metered quantities and correcting for errors set out, including any rights to witness tests and audit results	ICA Schedules s 4 Equivalent provisions to those found in the VTC and MPOC. Flexibility retained on ownership, location and operation of metering.	5 Metering Requirements

Existing ICA Position

	MPOC	VTC
Receipt Point	• Technical, testing and monitoring requirements set out in Part 2 and 3 of Schedule 1 and applied through s 16 and apply to Metering Owners • Set out information to be made available by Metering Owners to FG • Part 4 of Schedule 1 deals corrections for inaccurate metering including timeframes and methodologies • Metering Owner to retain records for not less than 5 years and provide the Pipeline Owner with test results on request • First Gas or IP may request special metering testing every 60 Days	• Ownership of the Metering, and responsibility for metering, reporting on metered quantities and correcting for errors, is typically specified in the ICAs. • Typically, the IP is the metering owner and has these responsibilities. • Rights in relation to witnessing tests and receiving information are typically included in the ICAs. Typically, this is the other Party (i.e., FG who does not own the metering).
Delivery Point	• Rights and obligations are exactly the same as those of Receipt Points • Methanex's ICAs with First Gas contain special conditions in relation to the location and operation of their metering systems (e.g. low flows)	• As per Receipt point ICAs except that FG is typically the metering owner.

Intended Outcome:
No change to existing provisions

4. Peaking

Requirements	Proposed ICA Position	Meshing with GTAC
Peaking is controlled and does not impact other parties	• ICA Schedule 5 s 5.4 • ICA provisions to mirror the relevant provisions of the GTAC • Receipt Point IP peaking proposed to be addressed in ICA CET by way of AIPs (see section 5.4) • Delivery Point IP peaking to be addressed in ICA through link to an AHP entered by a Shipper	3 (to be amended under proposed Peaking Regime)

Existing ICA Position

	MPOC	VTC
Receipt Point	First Gas will not enter into any contract to allow an interconnected party to exceed a Peaking Limit except as provided for by an Operational Profile Notice (OPN) (sections 2.9 and 13.2 MPOC). OPNs are sought by an interconnected party in advance and enable First Gas to grant a temporary increase to a Peaking Limit for operational reasons. In the Receipt Point context OPNs are typically required when scheduled maintenance at production facilities means that a greater hourly quantity of gas is to be injected immediately prior or subsequent to the maintenance.	Principally addressed in the associated VTC arrangements
Delivery Point	As per Receipt Point ICAs	As per Receipt Point ICAs

Intended Outcome:
- AIPs should provide a more flexible, user-friendly tool for IPs to manage peaking than the current MPOC OPN approach, while also providing better information to First Gas as TSO on intended use of the system
- Link to AHPs at Delivery Points will harmonise peaking across the transmission system

5. Flow to Nominations

Requirements	Proposed ICA Position	Meshing with GTAC
Receipt Points and Delivery Points are encouraged to maintain flows in accordance with their nominations	• ICA Schedules s 9.6, 9.7 • Receipt Point and Delivery Point IPs that elect OBA are to approve/curtail/reject NQs	4.12, 4.13 9

Existing ICA Position

	MPOC	VTC
Receipt Point	• A Receipt Point interconnected party is required to inject or off-take a quantity of Gas on a Day equivalent to the Scheduled Quantity (sum of Approved Nominations) for that point • The implications of not flowing to nominations ("cash-out") are also set out in section 12 MPOC	• Flow to nominations not addressed unless there is a nominations provision in the ICA
Delivery Point	As per Receipt Point ICAs	As per Receipt Point ICAs

Intended Outcome:
- Approval of nominations by OBA parties will ensure nominations are correct

6. Pressure

Requirements	Proposed ICA Position	Meshing with GTAC
Commitment for the TSP to maintain the pipeline pressure within a defined range	• ICA Schedules s 3 Receipt Point • First Gas' TTP obligations are included in section 3.2 of Schedule 5, which mirrors the TTP provision in the GTAC • TTP carries over the approach in the MPOC Delivery Point • Provisions on whether DP has controlled or uncontrolled delivery pressure and implications for excessive or low flows through the DP	3.37 (as amended after Block 1) 9.1 (as amended after Block 1)

Existing ICA Position

	MPOC	VTC
Receipt Point	• RP IPs must inject Gas against the prevailing pressure in the Maui Pipeline at that location (s 2.18) • "Target Taranaki Pressure" must be between 42 and 48 bar gauge, except under certain circumstances (s. 2.19) • FG uses reasonable endeavours to manage TTP to be as low as practicable (s. 2.5(c)) • TTP can only be changed by MPOC Change Request process with 12-months prior notice (s. 2.19)	• Pipeline pressure is addressed in some ICAs, they typically do not require First Gas to maintain the pipeline pressure within a defined range • Basic requirement that the IP is to inject against the prevailing pressure at that location on the transmission system
Delivery Point	• FG will make gas available for off-take from the Maui Pipeline at not less than the Minimum Pressure, unless the Parties have agreed to a lower pressure at such point (s. 18.2)	• Typically contain provisions addressing pipeline/delivery pressure in respect of Delivery Points • Provisions typically relate to whether the delivery point has a controlled or uncontrolled delivery pressure (and associated mechanisms relating to those requirements)

Intended Outcome:
- Pressure arrangements at RPs and DPs continue

7. RP Nominations and Gas Scheduling

Requirements	Proposed ICA Position	Meshing with GTAC
Receipt Points are able to approve nominations	ICA Schedules s 5.2 • Receipt point nomination and approval arrangements for OBA Parties addressed in the GTAC and under the ICA Schedules (see section 5.2). • The continuing requirement for GTAs and receipt point energy allocation more broadly is addressed in ICA CET section 5	4.12, 4.13

Existing ICA Position

	MPOC	VTC
Receipt Point	• As MPOC is premised on the OBA allocation methodology there are significant clauses in sections 8, 9, 10 and 15 especially pertaining to Receipt Point nominations. • Interconnected Party under the MPOC has an active role in confirming, amending, rejecting nominations or scheduled quantities within certain timeframes in each Nomination Cycle.	• Typically, the VTC ICAs have limited provisions relating to nominations and/or gas scheduling. Typically, the ICAs require (or envisage) agreements which control the use of the Transmission System (e.g., a TSA) and the scheduling of gas at the receipt point (e.g., a GTA).
Delivery Point	As per Receipt Point ICAs	As per Receipt Point ICAs

Intended Outcome:
- RPs are have the right to approve nominations if there is an OBA in place

8. Right to OBA/Terms of Allocation

Requirements	Proposed ICA Position	Meshing with GTAC
IPs have the ability to select an OBA and are in control of the allocation methodology at the Interconnected Point	ICA Schedule 5 s 5.1 - 5.3 and Schedule 6 5.2-5.6 Receipt Points: • IPs will be able to elect OBA • If an OBA is not in place, the allocation will be governed by a GTA Delivery Points • IPs will be able to elect OBA • If an OBA is not in place, the allocation will be governed by an allocation agreement • End-user has the right to determine the allocation rules	6.1-6.5, 6.9, 6.12-6.14, 6.18-6.19 Schedule 3 Schedule 4

Existing ICA Position

	MPOC	VTC
Receipt Point	Under the MPOC, Gas quantities at all interconnected points (whether receipt or delivery) are allocated to Shippers in accordance with the defined OBA Principles. OBA is mandatory under the MPOC (s. 10)	Typically, VTC ICAs require (or envisage) the Interconnected Party (or a Shipper) having an agreement which relates to the transportation of Gas (a TSA) and the allocation of gas at the receipt point (a GTA) and at a delivery point (an allocation agreement). There is no ability to implement an OBA under the VTC or the VTC ICAs
Delivery Point	As per Receipt Point ICAs	As per Receipt Point ICAs

Intended Outcome:
- The ability for IPs to elect OBA or other allocation approach is an improvement over the current arrangements in providing greater choice to interconnected parties
- IPs/end-users are in control of the allocation methodology at the Interconnected Point if an OBA is not in place giving control to those who are placed to manage flows

9. TSO Instructions and Curtailment

Requirements	Proposed ICA Position	Meshing with GTAC
The TSP may rely on a Shipper to get an IP to curtail or shutdown a gas flow, or for that instruction to be given to the party in the physical supply chain: the IP. In either case, it is in the interests of the TSP, Shippers and IPs that the same arrangements apply to all parties	• ICA Schedules s 9 • FG can curtail in events that mirror GTAC events: Emergency, FM, avoid CC, lack of contract (e.g. GTA/TSA/AA expiry), no contract with IP (ICA expiry) • Maintenance provisions match those in GTAC • Failure to comply with an OFO may result in physical curtailment and will make the party liable for any damages (discuss further in liabilities session • Shippers and OBA parties can request an Extra ID cycle to address their need to curtail flow • FG gives approval of Extra ID cycles	9 4.18-4.21

Existing ICA Position

	MPOC	VTC
Receipt Point	• FG may curtail nominations and SQ in certain circumstances e.g. maintenance, FM or contingency event etc • Effected by issue of OFO to curtail (s 15.1) • IP may also take similar curtailment action to reduce its own SQ in such circumstances (s 15.2) • Failure to comply with an OFO entitles First Gas to suspend injections or off-takes of Gas at that interconnection point (s 2.23)	• Typically provide for curtailment/shutdown of gas flows in specified circumstances, including FM, emergency, critical contingency and maintenance. First Gas has the associated ability to issue an OFO • VTC provisions are also relevant
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- Curtailment provisions contain the same functionality as that provided under the MPOC combined with Extra ID cycles under the GTAC
- Inclusion as a standard term eliminates the risk of different curtailment rules applying under different contracts
- Consequences of failing to comply with OFOs strengthened under GTAC

10. Changes

Requirements	Proposed ICA Position	Meshing with GTAC
Changes to the GTAC need to flow through to ICAs	• ICA Schedules s 20.4 • Expressly provide for GTAC changes to flow through into the ICA CET (including interconnection agreements which incorporate the ICA CET) • Interconnected parties can also initiate, and/or are involved in, the Change Request process	17

Existing ICA Position

	MPOC	VTC
Receipt Point	• The MPOC has a dedicated Change Request process set out in section 29 • As the MPOC is incorporated into ICAs with interconnected parties, any changes to the MPOC will subsequently apply or "flow through" to those interconnected parties • Interconnected parties can also initiate, and/or are involved in, the Change Request process	• The VTC ICAs typically do not contain an express mechanism which requires changes to the Code to flow through to the ICAs. As a result, contract provisions can depend on the date of the agreement
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- This is an improvement over the current arrangements under the VTC as it facilitates consistency with underlying GTAC arrangements if they change over time
- As IPs can initiate a Change Request if they have an ICA, all system users are able to participate in Code improvement processes

13. Confidentiality

Requirements	Proposed ICA Position	Meshing with GTAC
Provide transparency for all users of the transmission system, while maintaining commercially sensitive material confidential	• ICA Schedules ss. 19.3-19.5 • Typical confidentiality regime, which mirrors that in the GTAC • Section 19.5 expressly provides for publication of all new ICAs on OATIS	20.3 20.4

Existing ICA Position

	MPOC	VTC
Receipt Point	• The MPOC contains a customary confidentiality provision • A limited subset of interconnecting parties are permitted special terms and conditions within their ICAs (s. 2.1) • Those ICAs containing special terms and conditions are made publicly available on OATIS • An IP is also subject to the other rights and obligations set out in the wider MPOC confidentiality provisions in s. 24 • The definition of Confidential Information in the MPOC includes any other information identified by the interconnected party (acting reasonably) to be confidential	• The VTC ICAs vary in their approach to confidentiality. The provisions range from full confidentiality through to allowing disclosure of the agreement. The trend has been towards providing greater transparency in more recent agreement
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- This improves on the VTC approach as confidentiality is standardised
- May improve on MPOC approach of allowing parties to claim confidentiality over information that has industry benefit in being released
- Improvement of the current arrangements as all new ICAs are to be publicly available and fully transparent to all industry participants

14. Fees and Charges

Requirements	Proposed ICA Position	Meshing with GTAC
Provide for consistency of charging across the system and ensure there is linkage between GTAC charges and ICAs	• ICA Schedules ss. 11.10 to 11.13 • Specific fees payable by individual IPs are individual terms, with fees set in accordance with FG Interconnection Policy • OBA Charges (balancing charges and ERM charges) and overflow charges to reflect those same charges as included in the GTAC and are to be common and essential terms.	8.8-8.14 20.4 11.9

Existing ICA Position

	MPOC	VTC
Receipt Point	The fees and charges an interconnected party is required to pay under the MPOC include: • An amount equal to the product of the Cash-Out Buy Price and the Cash-Out Quantity; • Any Peaking Charges in accordance with section 13.4; and • Any Throughput Charges for traded Operational Imbalance in accordance with section 12.15; Costs associated with physically connecting with the Maui Pipeline are not expressly addressed under the MPOC	The VTC ICAs provide for the interconnected parties to pay specified fees and charges in relation to pipeline interconnection
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- The allowance for individual fees for construction is an improvement on the MPOC as it provides greater flexibility for First Gas to construct facilities and recover costs via an interconnection fee
- The recovery of Balancing Fees from OBA parties allows the fee structures to mesh effectively with the GTAC

15. Termination

Requirements	Proposed ICA Position	Meshing with GTAC
Provide for consistency of termination rights across the system and ensure there is linkage between GTAC termination rights and ICAs	• ICA Schedules ss. 14.4 • Mutual termination rights for breach provided for • Termination allowed for if the breach has not been remedied within 30 days • Term of ICA is not a common term as this may have commercial drivers (e.g. link to capital recovery period)	19.3-19.8

Existing ICA Position

	MPOC	VTC
Receipt Point	• The interconnected party may terminate its ICA with 90-Days' notice (section 22.9 MPOC) • Termination may also occur through mutual agreement or failure to remedy a material breach within the timeframes set out in section 22 MPOC	• All VTC ICAs are for a specified term (which vary between the particular IPs) • The VTC ICAs provide for the termination of the agreement in specified circumstances, including for breach
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- Harmonised termination rights ensure that there are common rights across all system users
- Individual term rights allow commercial driver to be reflected in the contract

16. Delegated Authority/Agent

Requirements	Proposed ICA Position	Meshing with GTAC
Allow for agents to be appointed in ICAs	• Agency arrangements (if any) are individual in nature, and not addressed in the ICA CETs • There is no change in this regard from the current arrangements	6.20 15.4 16.9

Existing ICA Position

	MPOC	VTC
Receipt Point	• Some MPOC ICAs have been entered into by agents on behalf of Joint Venture principals • Section 8.4 does set out the requirements for a Shipper to appoint an agent or grant authorisations to a third party (including an interconnected party) to give notice of nominations and forecasts on its behalf	• Agency arrangements are not typically specifically addressed in the VTC ICAs.
Delivery Point	• As per Receipt Point ICAs	• As per receipt Point ICAs

Intended Outcomes:
- Flexibility of all system users to enter into commercial arrangements that meet their business needs is preserved

17. Force Majeure

Requirements	Proposed ICA Position	Meshing with GTAC
Force Majeure Terms are harmonised	• ICA Schedules s. 15 • ICA CETs have customary FM provisions • These will also be consistent with the FM provisions included in the GTAC	Force Majeure Event Definition 15

Existing ICA Position

	MPOC	VTC
Receipt Point	The MPOC has customary provisions which address Force Majeure situations. These typically provide for the party suffering FM to have relief from its obligations, and specify the parties' obligations to notify and address FM situation	The VTC ICAs have customary provisions which address Force Majeure situations. These typically provide for the party suffering FM to have relief from its obligations, and specify the parties' obligations to notify and address FM situations.
Delivery Point	As per Receipt Point ICAs	As per receipt Point ICAs

Intended Outcomes:
- Force Majeure provisions are harmonised across the system

18. Status of obligations in Critical Contingency Events

Requirements	Proposed ICA Position	Meshing with GTAC
Rights and obligations of parties in Critical Contingency Events are standard and clear	• ICA Schedules ss. 9.1 and 9.9 • FG may curtail to prevent a Critical Contingency • The IP must comply with CCO instructions	8.6 9.1 9.11 10.5 11.9

Existing ICA Position

	MPOC	VTC
Receipt Point	Critical contingency circumstances not specifically mentioned in the MPOC. Such conditions are likely to constitute an Emergency, FM Event or Contingency Event under the MPOC	The VTC ICAs typically address the obligations of the parties when critical contingency or similar events occur. They provide for the curtailment or shut down of gas flow in these situations
Delivery Point	As per Receipt Point ICAs	As per receipt Point ICAs

Intended Outcomes:
- Critical Contingency provisions are clear and standardised

Where to from here?

- First Gas will revise the following drafting based on outcomes of workshop:
  - GTAC section 8 integrating ICAs
  - GTAC Schedules 5 and 6

- To be issued for consultation 22 August ending 4 September

- Discussion at Drafting Feedback Workshop 4-6 September