



Gas Industry Standards Board

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Home Page: www.gisb.org

via email & posting

TO: GISB Members, Posting on the GISB Home Page for Interested Industry Participants
FROM: Rae McQuade, Executive Director
RE: Request For Comments
DATE: November 7, 2001

An industry comment period begins today and ends on December 7 for the three recommendations attached. The Executive Committee will meet in New York City at the offices of KeySpan Energy to review these recommendations and consider them for vote as GISB standards or revisions to standards. The recommendations can be accessed from the GISB Web site, but are also attached to this request for comment¹. All comments received by the GISB office by end of business on December 7 will be posted on the Home Page and forwarded to the EC members for their consideration. If you have difficulty retrieving this document, please call the GISB office at (713) 356-0060.

Best Regards,

Rae McQuade

cc: Jay Costan

¹ All recommendations other than clarifications/interpretations can be found on the "Request For Standards" page (<http://www.gisb.org/req.htm>), which is accessible from the GISB main page. Clarifications/Interpretations (Cxxxxx) can be found on the "Clarification Requests" page (<http://www.gisb.org/clar.htm>).

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

**Requester: Annual Plan 2001
PG&E**

**Request No.: AP2001 item nos. 1 and 3
R98019**

1. Recommended Action:

- Accept as requested
- Accept as modified below
- Decline

Effect of EC Vote to Accept Recommended Action:

- Change to Existing Practice
- Status Quo

2. TYPE OF MAINTENANCE

Per Request:

- Initiation
- Modification
- Interpretation
- Withdrawal

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

Per Recommendation:

- Initiation
- Modification
- Interpretation
- Withdrawal

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

3. RECOMMENDATION

SUMMARY: Modify standard 6.3.1 to reflect changes generally accepted in the industry, to remove the restriction of applicability to short term arrangements only, and add the Canadian Addendum to extend the applicability of the contract to Canadian terms.

STANDARDS LANGUAGE:

Please see attached document for proposed replacement for GISB Standard No. 6.3.1.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

**Requester: Annual Plan 2001
PG&E**

**Request No.: AP2001 item nos. 1 and 3
R98019**

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Review the 2000 and 2001 Annual Plans.

b. Description of Recommendation:

Review the 2000 and 2001 Annual Plans.

c. Business Purpose:

Incorporate the changes that are generally provided as addendums to the contract within the body of language of the contract and provide a standard addendum to reflect Canadian terms.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

Access the the minutes of the Contracts Subcommittee from the GISB web site beginning April 24, 2000 and continuing through October 25, 2001.

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____. The parties to this Base Contract are the following:

_____ and _____

Duns Number: _____ Contract Number: _____
 U.S. Federal Tax ID Number: _____ U.S. Federal Tax ID Number: _____

Notices:

Attn: _____ Phone: _____ Fax: _____
 Attn: _____ Phone: _____ Fax: _____

Confirmations:

Attn: _____ Phone: _____ Fax: _____
 Attn: _____ Phone: _____ Fax: _____

Invoices and Payments:

Attn: _____ Phone: _____ Fax: _____
 Attn: _____ Phone: _____ Fax: _____

Wire Transfer or ACH Numbers (if applicable):

BANK: _____ BANK: _____
 ABA: _____ ABA: _____
 ACCT: _____ ACCT: _____
 Other Details: _____ Other Details: _____

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the Gas Industry Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the default provision for each section shall apply. **Select only one box from each section:**

<p>Section 1.2 <input type="checkbox"/> Oral (default) Transaction <input type="checkbox"/> Written Procedure</p>	<p>Section 7.2 <input type="checkbox"/> 25th date of Month following Month of delivery Payment Date (default) <input type="checkbox"/> _____ date of Month following Month of delivery</p>
<p>Section 2.4 <input type="checkbox"/> 2 Business Days after receipt (default) Confirm <input type="checkbox"/> _____ Business Days after receipt Deadline</p>	<p>Section 7.2 <input type="checkbox"/> Wire transfer (default) Method of Payment <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check</p>
<p>Section 2.5 <input type="checkbox"/> Seller (default) Confirming Party <input type="checkbox"/> Buyer <input type="checkbox"/> _____</p>	<p>Section 7.6 <input type="checkbox"/> Netting applies (default) Netting <input type="checkbox"/> Netting does not apply</p>
<p>Section 3.2 <input type="checkbox"/> Cover Standard (default) Performance <input type="checkbox"/> Spot Price Standard Obligation</p>	<p>Section 10.3.1 <input type="checkbox"/> Forward Contract Damages Apply (default) Forward Contract <input type="checkbox"/> Forward Contract Damages Do Not Apply Damages</p>
<p>Note: The following Spot Price Publication applies to both of the immediately preceding.</p>	<p>Section 10.3.2 <input type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement <input type="checkbox"/> Other Agreement Setoffs Do Not Apply Setoffs</p>
<p>Section 2.25 <input type="checkbox"/> Gas Daily Midpoint (default) Spot Price <input type="checkbox"/> _____ Publication</p>	<p>Section 14.5 <input type="checkbox"/> Texas (default) Choice Of Law <input type="checkbox"/> _____</p>
<p>Section 6. <input type="checkbox"/> Buyer Pays At and After Delivery Point (default) Taxes <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	<p>Section 14.10 <input type="checkbox"/> Confidentiality applies (default) Confidentiality <input type="checkbox"/> Confidentiality does not apply</p>
<p><input type="checkbox"/> Special Provisions: <input type="checkbox"/> GISB Standard Addendum(s): _____</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Party Name

Party Name

By _____
 Name:
 Title:

By _____
 Name:
 Title:

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.6.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of non-conflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

SECTION 2. DEFINITIONS

2.1. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein.

2.2. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.3. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.

2.4. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

- 2.5. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.6. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all effective Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in an effective Transaction Confirmation.
- 2.7. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.8. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.9. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to obtain Gas or alternate fuels, or sell Gas, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the non-performing party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the non-performing party.
- 2.10. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature agreed to by the parties.
- 2.11. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.12. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.13. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.14. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.15. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.16. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.17. "Gas" shall mean any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.
- 2.18. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.19. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.20. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.21. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.22. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.23. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.24. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.25. "Spot Price Standard" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price Standard shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price Standard shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.26. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.27. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard for replacement Gas or alternative fuels and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. If Buyer, in good faith, disputes the amount of any such statement or any part thereof, Buyer will pay to Seller such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, Buyer must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law to enforce its rights pursuant to this Section.

7.3. If Buyer fails to remit the full amount payable by it when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.4. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with Sections 7.2 and 7.3 above.

7.5. A party shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This examination right shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed released unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 days of notice and substantiation of such inaccuracy.

7.6. Unless the parties have elected on the Base Contract not to make this Section 7.6 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any payment obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably specified by X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to X or a performance bond or guarantee by a creditworthy entity.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a reasonable written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments and/or to terminate and liquidate the Contract, in the manner provided in Section 10.3, without prior notice, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by notice to the Defaulting Party, to designate a day, no earlier than the day such notice is given and no later than 20 days after such notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Forward Contract Damages Apply" or "Forward Contract Damages Do Not Apply" as indicated on the Base Contract.

Forward Contract Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other

valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "Evergreen" Provisions and options to extend) shall not be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Forward Contract Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement amount shall be paid by the close of business on the second (2nd) Business Day following such notice, which date shall not be earlier than the Early Termination Date.

10.5. The parties agree that each transaction terminated and liquidated under Section 10.3 shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7 and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute,

ordinance, or regulation promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 12. TERM

This Contract may be terminated on 30 days' written notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.5, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose without the prior consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, or accountants of the party and its affiliates or prospective purchasers, directly or indirectly, of a party of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

11-07-01

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, GISB does not mandate the use of this Contract by any party. **GISB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO GISB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT GISB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL GISB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$_____/MMBtu or _____				
Delivery Period: Begin: _____, ____ End: _____, ____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions:				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

Base Contract for Sale and Purchase of Natural Gas

Canadian Addendum

This Canadian Addendum ("Canadian Addendum") is entered into as of the following date: _____.

The parties to this Canadian Addendum are the following:

_____ and _____

Duns Number _____ Duns Number _____
Base Contract Number _____ Base Contract Number _____
Base Contract Date _____ Base Contract Date _____
U.S. Federal Tax ID Number _____ U.S. Federal Tax ID Number _____
Canadian GST Number _____ Canadian GST Number _____

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions set forth herein and have executed this Canadian Addendum in duplicate.

Party _____ Party _____
By _____ By _____
Name _____ Name _____
Title _____ Title _____

Addendum: This Canadian Addendum constitutes an Addendum to that certain Base Contract for Sale and Purchase of Natural Gas, as identified above, between the parties ("Base Contract"), and supplements and amends the Base Contract affecting transactions thereunder. Unless amended herein, the Base Contract continues to apply. Capitalized terms used in this Canadian Addendum which are not herein defined will have the meanings ascribed to them in the Base Contract. In the event of a conflict between the terms of this Canadian Addendum and the Base Contract, the terms of this Canadian Addendum shall apply.

Term: This Canadian Addendum shall be effective from and after the date on which it is entered into and continue in effect until terminated by either party upon 30 days' written notice to the other party; provided, however, that this Canadian Addendum may not be terminated prior to the expiration of the latest Delivery Period of any transactions previously agreed to by the parties which are subject to this Canadian Addendum. The obligation to make payment hereunder, including any related adjustments, shall survive the termination of this Canadian Addendum.

The parties hereby agree to the following provisions. In the event the parties fail to check a box, the default provision for each section shall apply. **Select only 1 box from each section:**

Section 2.25: Spot Price Publication: Delete the selection made on the cover page of the Base Contract and replace it with the following:

- Canadian Gas Price Reporter (default if the Delivery Point is in Canada)
- Gas Daily Midpoint (default if the Delivery Point is in the United States)
- _____

Section 10.4: Termination Currency

- U. S. Dollars (default)
- Canadian Dollars
- _____

Section 14.5: Choice of Law: If a selection is made herein, delete the selection made on the cover page of the Base Contract and replace it with the following:

- _____

Delete Section 2.3 and replace it with the following:

2.3 "Business Day" shall mean any day except Saturday, Sunday, or a statutory or banking holiday observed in the jurisdiction specified pursuant to Section 14.5. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant party's principal place of business. The relevant party, in each instance unless otherwise specified, shall be the party to whom the Notice is being sent and by whom the Notice is to be received.

Delete Section 2.7 and replace it with the following:

2.7 "Contract Price" shall mean, if the Delivery Point is in the United States, the amount expressed in U.S. Dollars per MMBtu or, if the Delivery Point is in Canada, the amount expressed in Canadian Dollars per GJ, unless specified otherwise in a transaction.

Add the following as Section 2.28:

2.28 "GJ" shall mean 1 gigajoule; 1 gigajoule = 1,000,000,000 Joules. The standard conversion factor between Dekatherms and GJ's is 1.055056 GJ's per Dekatherm.

Add the following as Section 2.29:

2.29 "Joule" shall mean the joule specified in the SI system of units.

Add the following as Section 2.30:

2.30 "Termination Currency Equivalent" shall mean, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency that the Non-Defaulting Party would be required to pay, on the Early Termination Date, to purchase such amount of Other Currency for spot delivery, as determined by the Non-Defaulting Party in a commercially reasonable manner.

Delete Section 5 and replace it with the following:

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry or one GJ, as agreed to by the parties in a transaction. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

Add the following to Section 6:

Sections 6.2, 6.3 and 6.4 apply if the Delivery Point is in Canada.

6.2 The Contract Price does not include any amounts payable by Buyer for the goods and services tax ("GST") imposed pursuant to the Excise Tax Act (Canada) ("ETA") or any similar or replacement value added or sales or use tax enacted under successor legislation. Notwithstanding the selection made pursuant to Section 6.1, Buyer will pay to Seller the amount of GST payable for the purchase of Gas in addition to all other amounts payable under the Contract. Seller will hold the GST paid by Buyer and will remit such GST as required by law. Buyer and Seller will provide each other with the information required to make such GST remittance or claim any corresponding input tax credits, including GST registration numbers.

6.3 Where Buyer indicates to Seller that Gas will be exported from Canada, the following shall apply:

6.3.1 Where Buyer is not registered for GST under the ETA and Buyer indicates to Seller that Gas will be exported from Canada, Buyer may request Seller treat such Gas as "zero-rated" Gas for export within the meaning of the ETA for billing purposes. If Seller, in its sole discretion, agrees to so treat such Gas, then Buyer hereby declares, represents and warrants to Seller that Buyer will: (i) export such Gas as soon as is reasonably possible after Seller delivers such Gas to Buyer (or after such Gas is delivered to Buyer after a zero-rated storage service under the ETA) having regard to the circumstances surrounding the export and, where applicable, normal business practice; (ii) not acquire such Gas for consumption or use in Canada (other than as fuel or compressor gas to transport such Gas by pipeline) or for supply in Canada (other than to supply natural gas liquids or ethane the consideration for which is deemed by the ETA to be nil) before export of such Gas; (iii) ensure that, after such Gas is delivered and before export, such Gas is not further processed, transformed or altered in Canada (except to the extent reasonably necessary or incidental to its transportation and other than to recover natural gas liquids or ethane from such Gas at a straddle plant); (iv) maintain on file, and provide to Seller, if required, or to the Canada Customs and Revenue Agency, evidence satisfactory to the Minister of National Revenue of the export of such Gas by Buyer; and/or (v) comply with all other requirements prescribed by the ETA for a zero-rated export of such Gas.

6.3.2 Where Buyer is registered for GST under the ETA and Buyer indicates to Seller that Gas will be exported from Canada, Buyer may request Seller treat such Gas as "zero-rated" Gas for export within the meaning of the ETA for billing purposes, and Buyer hereby declares, represents and warrants to Seller that Buyer intends to export such Gas by means of pipeline or other conduit in circumstances described in Section 6.3.1 (i) to (iii).

6.3.3 Without limiting the generality of Section 8.3, Buyer indemnifies Seller for any GST, penalties and interest and all other damages and costs of any nature arising from breach of the declarations, representations and warranties contained in Section 6.3.1 or 6.3.2, or otherwise from application of GST to Gas declared, represented and warranted by Buyer to be acquired for export from Canada.

6.4 In the event that any amount becomes payable pursuant to the Contract as a result of a breach, modification or termination of the Contract, the amount payable shall be increased by any applicable Taxes or GST remittable by the recipient in respect of that amount.

Delete Section 7.3 and replace it with the following:

7.3 If Buyer fails to remit the full amount payable by it when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of: (i) if the amount payable is in United States currency, the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or, if the amount payable is in Canadian currency, the per annum rate of interest identified from time to time as the prime lending rate charged to its most credit worthy customers for commercial loans by The Toronto Dominion Bank, Main Branch, Calgary, Alberta, Canada, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

Delete Section 7.6 and replace it with the following:

7.6 Unless the parties have elected on the Base Contract not to make this Section 7.6 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, in the same currency, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

Add the following as Section 7.7:

7.7 For each transaction, all associated payments shall be made in the currency of the Contract Price for such transaction.

Add the following as Section 10.3.4:

10.3.4 The Non-Defaulting Party shall use the Termination Currency Equivalent of any amount denominated in a currency other than the Termination Currency in performing any netting, aggregation or setoff required or permitted by Section 10.3.1 or 10.3.2.

Delete Section 10.4 and replace it with the following:

10.4. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement amount shall be paid, in the Termination Currency, by the close of business on the second (2nd) Business Day following such notice, which date shall not be earlier than the Early Termination Date.

Delete Section 10.5 and replace it with the following:

10.5 The parties agree that each transaction terminated and liquidated under Section 10.3 shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code. The parties also agree that each transaction terminated and liquidated under Section 10.3 shall constitute an "eligible financial contract" within the meaning of the Bankruptcy and Insolvency Act (Canada) and the Companies Creditors Arrangements Act (Canada), and similar Canadian legislation.

Delete Exhibit A ("Transaction Confirmation") and replace it with the following:



Frequently Asked Questions about the GISB Base Contract for Sale and Purchase of Natural Gas:

How can I get a copy of the contract?

The contract is available for download from the GISB home page for GISB members with dues current. It may be purchased on diskette from the GISB office at a cost of \$25 for members and \$50 for non-members. The contract is copyrighted and should contain a date of January xx, 2002.

How do I use it?

As the holder of the contract (a GISB member or someone who has purchased a copy of the contract from the GISB office) you may print as many copies of the contract for your contracting use as you need. You may also use the electronic version of the contract in WordPerfect or Word for Windows to electronically add in the terms of the agreement. You should receive a copyright waiver letter with the contract. This letter gives you permission to replicate the contract. The waiver does not give you permission to pass on a copy of the contract to a customer for that customer to use in contracting with someone other than yourself.

Why is there a watermark?

The GISB watermark is on your paper and electronic contract so that the party you are contracting with can know that it is a standard GISB contract.

Can I modify the contract?

Any modification to the contract terms, whether electronically or to the paper form should be clearly reflected to the party you are contracting with. When you modify the contract electronically, you should delete the GISB watermark from the document so that the recipient knows that it is not the standard GISB contract.

Why is the watermark not appearing on the contract that I downloaded from GISB?

In the conversion process for word processors, there are differing ways that watermarks are dealt with. You cannot successfully convert the WordPerfect version to Word and you cannot use the Word version in WordPerfect without losing the watermark. Make sure that you are reading the file you downloaded with the wordprocessor for which it was formatted.



Frequently Asked Questions about the GISB Base Contract for Sale and Purchase of Natural Gas:

page 2

I just received the GISB contract from someone and it does not have the GISB watermark on it - why?

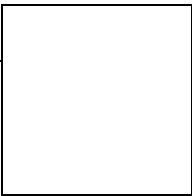
There are several reasons this could happen. The company preparing the contract may have deleted the GISB watermark because they modified the contract - or - the company preparing the contract may have had word processor problems that prevented them from printing the watermark. Ask the company that sent you the contract. It may still be a standard GISB contract, but for reasons earlier stated, they were not able to print the watermark on the contract.

How do I know that the contract that someone sends me is the standard contract?

There are several things you should check. Compare the contract to the original you downloaded or received from GISB. Make sure the date is the same, the watermark appears and that the copyright language is in place. Ask the company that forwarded the contract to you.

Why are the pages printing differently than on the paper copy?

Many word processors reformat documents according to the printer that is set as the default. When we created these documents we used a Hewlett Packard 5P printer. When you initiate this document in your word processor you may have to make some minor adjustments to the margins or font sizes to get the paging to stay the same. If you are using the Word version, do not adjust the top margin setting. The GISB watermark, in Word, is contained in the header of the document. Any adjustment to the top margin may cause 'unpredictable results'. In Word, it is best to modify the right, left and bottom margins -or- make adjustments to the font sizes in the text.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: EDM Subcommittee

Request No.: AP09

1. Recommended Action:

- Accept as requested
- Accept as modified below
- Decline

Effect of EC Vote to Accept Recommended Action:

- Change to Existing Practice
- Status Quo

2. TYPE OF MAINTENANCE

Per Request:

- Initiation
- Modification
- Interpretation
- Withdrawal

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

Per Recommendation:

- Initiation
- Modification
- Interpretation
- Withdrawal

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

3. RECOMMENDATION

SUMMARY: In consideration of FERC Order 637, revise the display of pipeline Informational Postings web sites to provide for placement/navigation of links for Planned Service Outages and Organizational Charts. This effects GISB Standards 4.3.21 and 4.3.23.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: EDM Subcommittee

Request No.: AP09

STANDARDS LANGUAGE:

Specifically, delete the last sentence of Standard 4.3.21:

The categories and the labels for Informational Postings required under Standard 4.3.6 should be as follows:

- Affiliated Marketer Info
- Capacity
- Index of Customers
- Notices
- Tariff

~~These categories and labels should appear in the order specified above and before any others.~~

And modify GISB standard 4.3.23 as follows (three additions, underlined):

- .
- .
- .

- Notices Critical
- Non-Critical
- Planned Service Outage

Organizational Charts

- Tariff Title Page
- .
- .
- .
- Entire Tariff
- Sheet Index

These categories and labels should appear in the order specified above and before any others.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: EDM Subcommittee

Request No.: AP09

4. SUPPORTING DOCUMENTATION

a. Description of Request:

As per requests to EDM Subcommittee from the Order 637 Task Force:

Item 14: Determine placement/navigation for the organizational postings within the Informational Postings section of the web sites.

Item 16: Document the extent to which existing informational postings requirements address planned and actual service outages.

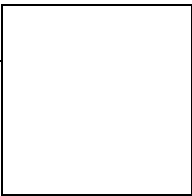
b. Description of Recommendation:

In consideration of FERC Order 637, revise the display of pipeline Informational Postings web sites to provide for placement/navigation of links for Planned Service Outages and Organizational Charts.

c. Business Purpose:

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

See Final Minutes of EDM Subcommittee meeting of November 3, 2000; Agenda item II (ref: Planned Outages) and Final Minutes of EDM Subcommittee meeting October 31, 2000; Agenda item II (ref: Organization Charts).



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

1. Recommended Action:

- Accept as requested
- Accept as modified below
- Decline

Effect of EC Vote to Accept Recommended Action:

- Change to Existing Practice
- Status Quo

2. TYPE OF MAINTENANCE

Per Request:

- Initiation
- Modification
- Interpretation
- Withdrawal

Per Recommendation:

- Initiation
- Modification
- Interpretation
- Withdrawal

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation

3. RECOMMENDATION

SUMMARY:

Proposed modifications to existing standards, additions of new standards, and deletions of existing standards are recommended as a result of the audit response to Sandia Labs. There are also proposed modifications to the Electronic Delivery Mechanism Related Standards book and the GISB Electronic Data Interchange Trading Partner Agreement.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

STANDARDS LANGUAGE:

PROPOSED MODIFICATIONS:

GISB Standard No. 4.3.4 – GISB Standard No. 4.3.4 is proposed to be modified

from:

Transactional data should be retained for at least 24 months for audit purposes.

This data retention requirement only applies to the ability to recover or regenerate electronic records for a period of two years and does not otherwise modify statutory, regulatory, or contractual-record retention requirements.

to:

Trading partners should retain transactional data for at least 24 months for audit purposes.

This data retention requirement only applies to the ability to recover or regenerate electronic records for a period of two years and does not otherwise modify statutory, regulatory, or contractual record retention requirements.

GISB Standard No. 4.3.6 – GISB Standard No. 4.3.6 is proposed to be modified

from:

By August 1, 1997, Transportation Service Providers should establish a HTML page(s) accessible via the Internet's World Wide Web. The information that is currently provided should be posted as follows:

- 1) Notices (critical notices, operation notices, system wide notices, etc.)
- 2) FERC Order No. 566 affiliated marketer information. (affiliate allocation log, 24 hr. discount posting, etc.)
- 3) Operationally available and unsubscribed capacity
- 4) Index of customers
- 5) Transportation Service Provider's tariff (Terms, conditions and rates), or general terms and conditions.

and

Transportation Service Providers should make all pertinent EBB functions and information available via the Internet or via the technology recommended by GISB within a reasonable amount of time after each such function or information has become standardized as appropriate by GISB.

and

Within a reasonable amount of time, all EBB information, functions and transactions should be achieved via one mode of communications. Information and functions should remain available through existing systems until one mode of communication is available. Implementation time lines for this activity would be determined during the 1997 annual planning activities held in 1996.

to:

Transportation Service Providers should establish a HTML page(s) accessible via the Internet. The following information should be posted:

- 1) Notices (critical notices, operation notices, system wide notices, etc.)
- 2) FERC Order No. 566 affiliated marketer information. (affiliate allocation log, 24 hr. discount posting, etc.)
- 3) Operationally available and unsubscribed capacity
- 4) Index of customers
- 5) Transportation Service Provider's tariff (Terms, conditions and rates), or general terms and conditions.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

GISB Standard No. 4.3.8 – GISB Standard No. 4.3.8 is proposed to be modified

from:

The minimum acceptable protocol should be HTTP. All sending and receiving parties should be capable of sending and receiving using HTTP.

to:

The minimum acceptable protocol should be HTTP. All sending and receiving parties should be capable of sending and receiving the HTTP versions supported by GISB.

GISB Standard No. 4.3.10 – GISB Standard No. 4.3.10 is proposed to be modified

from:

The time-stamp should be included in the HTTP response back to the sender of the original HTTP transaction. It is recommended that the server clock generating the time-stamp be synchronized with the National Institute of Standards and Technology (NIST) time in order to mitigate the discrepancies between the clocks of the sender and receiver.

to:

The time-stamp should be included in the HTTP response back to the sender of the original HTTP transaction. The server clock generating the time-stamp should be synchronized with the National Institute of Standards and Technology (NIST) time in order to mitigate the discrepancies between the clocks of the sender and receiver.

GISB Standard No. 4.3.15 – GISB Standard No. 4.3.15 is proposed to be modified

from:

Trading partners should implement all security features (secure authentication, integrity, privacy, and non-repudiation) using a file-based approach via a commercially available implementation of PGP 2.6 or greater (or compatible with PGP 2.6). Trading partners should also implement basic authentication. This should be regarded as an interim solution since this technology is not an open standard. This technology supports all of the above security features while providing independence of choice of Web servers and browsers. Encryption keys should be self-certified and the means of exchange should be specified in the trading partner agreement.

to:

Trading partners should implement all security features (secure authentication, integrity, privacy, and non-repudiation) using a file-based approach via a commercially available implementation of PGP 2.6 or greater (or compatible with PGP 2.6). Trading partners should also implement basic authentication. This should be regarded as an interim solution since this technology is not an open standard. This technology supports all of the above security features while providing independence of choice of Web servers and browsers. Encryption keys should be self-certified and the means of exchange should be specified in the trading partner agreement. Encryption keys should have a limited lifetime whose duration is determined by the key's owner. A key's end of life is expressed in the expiration date field contained in each PGP public key. A lifetime of one year or less is recommended.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

GISB Standard No. 4.3.61 – GISB Standard No. 4.3.61 is proposed to be modified

from:

At a minimum, data communications for Customer Activities Web sites should utilize 40-bit encryption. Where possible, 128-bit encryption is recommended.

to:

Data communications for Customer Activities Web sites should utilize 128-bit Secure Sockets Layer (SSL) encryption.

GISB Standard No. 4.3.83 – GISB Standard No. 4.3.83 is proposed to be modified

from:

For Interactive Flat File EDM, 40-bit Secure Sockets Layer (SSL) encryption should be used. Where possible, 128-bit SSL encryption is strongly recommended.

to:

For Interactive Flat File EDM, 128-bit Secure Sockets Layer (SSL) encryption should be used.

PROPOSED ADDITIONS

GISB Standard 4.3.z – GISB Standard No. 4.3.z is proposed to be added.

For EDI/EDM, 128-bit Secure Socket Layer (SSL) encryption should be used.

GISB Standard No. 4.1.x – GISB Standard No. 4.1.x is proposed to be added.

Trading Partners should mutually select and utilize a version of the GISB EDM standards under which to operate, unless specified otherwise by government agencies. Trading Partners should also mutually agree to adopt later versions of the GISB EDM standards, as needed, again unless specified otherwise by government agencies.

PROPOSED DELETIONS:

GISB Standard No. 4.1.1 – GISB Standard No. 4.1.1 (Future Technology Model) is proposed to be deleted.

GISB Standard No. 4.1.11 – GISB Standard No. 4.1.11 is proposed to be deleted.

The proposed future technology model reflects a minimum standard capability for 4/1/97. This model represents an ongoing process and is subject to later revisions depending on the findings of the Future Technology Task Force.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

BUSINESS PROCESS DOCUMENTATION (for addition, modification or deletion of business process documentation language)

Standards Book: Electronic Delivery Mechanism Related Standards

[All references to GISB EDM page numbers in the following section pertain to Version 1.4 of the GISB EDM specification.]

1. On page 6 of Tab 4, the title is proposed to be changed

from:

Major functions of the Internet EDM Model covered by the Standards

to:

Major functions of Internet EDM covered by the Standards

2. The text in Tab 3, Executive Summary, p. 1, Open Standards is proposed to be changed

from:

A brief delineation of these components and their relationship to the model are covered at a high level in the Business Process and Practices (Business Process Description) section and in more detail in later sections of this manual.

to:

A brief delineation of these components is covered at a high level in the Business Process and Practices (Major functions of Internet EDM covered by the Standards) section and in more detail in later sections.

3. The section titled "Related Standards", sub-section Hypertext Transfer Protocol (HTTP)" (page 44 of the PDF file) is proposed to be changed

from:

HTTP has been in use by the World-Wide Web global information initiative since 1990. This specification reflects common usage of the protocol referred to as HTTP/1.0.

to:

HTTP has been in use by the World-Wide Web global information initiative since 1990. Appendix A of the Electronic Delivery Mechanism Related Standards manual contains a listing of the HTTP version(s) supported by GISB.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

4. It is proposed to add a new Appendix as follows:

Create a new Appendix: "Appendix [XXX] - Minimum (mm/dd/yyyy) Technical Characteristics for an EDM Server"

Move the portion of pdf page 20 starting at "Allowable TCP ports" through the end of the following paragraph, ending with "Plugins and modules", including the trademark references at the bottom of the page to Appendix [XXX].

Move the text on pdf page 21 starting with "**The reservation of 20" and ending with "usage of these ports" to Appendix [XXX].

On PDF page 37, revising the first bullet to reference the new Appendix [XXX] instead of Appendix A.

On PDF page 63, revising the new language to reference the new Appendix [XXX] instead of Appendix A.

On PDF page 89, revising the new language to reference the new Appendix [XXX] instead of Appendix A.

5. On PDF page 74, the last paragraph on page 26 of the Frequently Asked Questions is proposed to be modified

from:

Both encryption methods are supported and do not conflict with each other. The use of PGP and X12.58 encryption must be specified in the Trading Partner Agreement.

to:

The use of internal encryption such as X12.58 is outside the scope of the GISB encryption standards.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

6. The section titled “Technical Implementation - Interactive FF/EDM” under the sub-title “Security” and heading “Encryption” is proposed to be modified

from:

Encryption

Standard 4.3.83 calls for the use of 40-bit encryption using Secure Socket Layer (SSL) technology. SSL is accomplished by obtaining a certificate from providers and using Web servers capable of using these certificates. The browsers specified in the client configuration standard are known to be able to handle SSL mechanisms. Any pages to be protected with SSL need to be invoked with the HTTPS protocol by using “https” versus “http” as part of the hyperlink (HREF) name. Note that this means using a Fully Qualified versus Relative link name. This, in turn, causes a new DNS lookup from the browser. When the hostname is provided by more than one machine, this may result in the request being sent to a different machine. This would only cause problems where necessary state information is being maintained in the memory of the Web server’s machine.”

to:

Encryption

Standard 4.3.83 calls for the use of 40-bit encryption using Secure Socket Layer (SSL) technology. SSL is accomplished by obtaining a certificate from providers and using Web servers capable of using these certificates. The browsers specified in the Standard Client Configuration are known to be able to handle SSL mechanisms. Any pages to be protected with SSL need to be invoked with the HTTPS protocol by using “https” versus “http” as part of the hyperlink (HREF) name. Note that this means using a Fully Qualified versus Relative link name. This, in turn, causes a new DNS lookup from the browser. When the hostname is provided by more than one machine, this may result in the request being sent to a different machine. This would only cause problems where necessary state information is being maintained in the memory of the Web server’s machine.

7. On PDF page 66, the section titled “SECURITY” under the sub-title “Encryption/Digital Signature” is proposed to be modified

from:

Encryption and signatures are applied to files already translated to a GISB standard data format. (Use of internal encryption such as X12.58 encryption is outside the scope of GISB encryption standards but does not conflict with PGP.).

to:

Encryption and signatures are applied to files already translated to a GISB standard data format, and before the data is sent to the batch browser.” (Use of internal encryption such as X12.58 encryption is outside the scope of GISB encryption standards but does not conflict with PGP.)

8. On PDF page 68, the section titled “SECURITY” under the sub-title “Security Requirements” under the header “PGP File Encryption”, the following is proposed to be deleted:

Those companies who wish to conduct business across the Internet in an unsecure fashion may do so by mutual agreement.



RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Recommended Modifications as a Result of Audit Response to Sandia Report

Contracts Standard: **GISB Electronic Data Interchange Trading Partner Agreement**

The following note is proposed to be added to the face of the TPA:

“Recognizing that this Trading Partner Agreement (TPA) is a confidential document whose revelation could jeopardize the commerce and communication that is conducted between the parties to this agreement, the parties should take at least the same amount of care to secure this TPA as would be taken with any other proprietary, internal or contractual document.”

4. SUPPORTING DOCUMENTATION

a. Description of Request:

The proposed modifications, additions, and deletions were created in response to the audit report by Sandia Labs.

b. Description of Recommendation:

See the EDM Subcommittee page on the GISB Web site for all related meeting minutes.

c. Business Purpose:

The business purpose is to propose some incremental security measures so that the GISB standards can become more resistant to malicious activity than they currently are today.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

These proposed modifications were prepared by the Electronic Delivery Mechanism Subcommittee and the Future Technology Task Force of the Gas Industry Standards Board in response to the surety assessment prepared by the Sandia National Laboratories.