

R96004

May 23, 1996

Ms. Rac McQuade Executive Director Gas Industry Standards Board 1100 Louisiana Street, Suite 4925 Houston, TX 77002

Dear Rac:

Please find enclosed a request by TransCapacity for initiation of a standard. This request is being submitted in paper format only because the Request for Standard was not available on the GISB home page.

The request asks GISB to make the GISB Model EDI Trading Partner Agreement a GISB Standard. We at TransCapacity have been using this document successfully with several trading partners for over six months and find that it meets all of our needs with respect to the electronic communication of business transactions.

Thank you, and please contact me if you have any questions.

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Sincerely,

Cheryl Loewen Vice President

West Peabody Office Park + \$3 Pane Street State 101 + West Peabody, MA 01960

Gas Industry Standards Board

:	Request for initiation of a GISB Standard for Electronic Business Transactions
;	or Enhancement of an Existing GISB Standard for Electronic Business Transactions
:	Date of Request: 5/23/96
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: 2. Co	Ontact Person, Phone #, Fax #, Electronic Meding Address: Name: Lery focus en Title: I (c) Freqidant Phone: 548 535 - 75 00 Fax: 548 535 - 77 44 E-mail:
; 3. D€	escription of Proposed Standard or Enhancement: See a Hickest.
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Request for Initiation of a GISB Standard for Electronic Business Transactions of Request for Enhancement of a GISB Standard for Electronic Business Transactions Page 2

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Request for initiation of a GISB Standard for Electronic Business Transactions or Request for Enhancement of a GISB Standard for Electronic Business Transactions
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Request for Initiation of a GISB Standard for Electronic Business Transactions or Request for Enhancement of a GISB Standard for Electronic Business Transactions

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Attachment #1 - Responses to Sections 3, 4, 5, 6 and 9

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Gas Industry Standards Board Request for Initiation of a GISB Standard for Electronic Business Transactions

Submitted by: TransCapacity LP Date: May 23, 1996

3. Description of Proposed Standard.

GISB's Model Electronic Data Interchange Trading Partner Agreement, endorsed by GISB and recommended to the gas industry as a "model" in April of 1995, should become a GISB Standard Electronic Data Interchange Trading Partner Agreement.

4. Use of Proposed Standard.

The proposed standard EDI Trading Partner Agreement is used to facilitate the electronic exchange of transactions, reports and other information in agreed formats and sets forthstandard terms and conditions governing such electronic exchanges.

- Description of Any Tangible or Intangible Benefits to the Use of the Proposed Standard. Use of the standard EDI Trading Partner Agreement substantially reduces the amount of time and administrative activities necessary for trading partners to reach agreement on the terms and conditions of electronic exchanges and to commence communication of transactions, reports and data required to conduct business.
- Estimate of Incremental Specific Costs to Implement Proposed Standard. None.
- 9. If this Proposed Standard or Enhancement is in Use, Who are the Trading Partners? The GISB Model EDI Trading Partner Agreement is used by the following companies, and probably many others:

TransCapacity Limited Partnership Gaslantic Corporation NorAm Energy Services, Inc. Columbia Gas Transmission Corporation Columbia Gulf Transmission Company Panhandie Eastern Pipe Line Company Texas Eastern Transmission Corporation Algoriquin Gas Transmission Company

Trunkline Gas Company Natural Gas Pipeline Company of America Trailblazer Pipeline Company Canyon Creek Transmission Company Stingray Pipeline Company UP Fuels, Inc. Tennessee Gas Pipeline Company Southern Natural Gas Company

Attachment Fd

April 20, 1995

MODEL ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

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;	corporation, with offices at
and	
corporation, with offices at	(collectively, the "parties").
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WHEREAS, the parties desire to facilitate to exchanged ("Transactions") by electronicall formats in substitution for on-line transmittation for ments; and	ly transmitting and receiving data in agreed
WHEREAS, the parties desire to assure that or unenforceable as a result of the use of averaged benefit of the parties; and	t such Transactions are not legally invalid ailable electronic technologies for the
WHEREAS, the parties desire to enter into with respect to electronic data interchange (this Agreement to govern their relationship ("EDI") Transactions.
NOW THEREFORE, in consideration of the and for other good and valuable consideration bereby acknowledged, the parties, intending follows:	on, the receipt and sufficiency of which are

Section I. Prerequisites.

1.1. Degements: Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s) of the Appendix, and transaction sets which the parties by written agreement add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this Agreement is attached hereto and made a part hereof; the Appendix and Exhibit(s) thereto hereafter are referred to as the "Appendix". In the event of a conflict between the provisions in the body of this Agreement and the Appendix, the Appendix will govern.

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1.2. Third Party Service Providers.

1.2.1. Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice.

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- 1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer and the receiving party shall pay all costs to retrieve the data.
- 1.2.3. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document. This provision does not limit any claim of a party against a Provider in respect of any act or omission.
- 1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents. Any special data retention requirements shall be set forth in the Appendix.
- 1.4. <u>Security Procedures</u>. Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- 1.5. Signatures Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained, where required, in the Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.

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Section 2. Transmissions,

2.1. Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Appendix. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox provided by the receiving party's Provider.

2.2, Verification

- 2.2.1. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.
- 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X.12 Transaction Set 997, which confirms a Document (in the format specified by such acknowledgment) has been received and whether all required portions of the Document are syntactically correct, but which does not confirm the substantive content(s) of the related Document.
- 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document" Transaction Set as a substitute for or in addition to an ASC X.12 [Transaction Set 997. A "response document" confirms that a Document (in the format specified by such acknowledgment) has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document. If the parties designate a response document as a substitute for a functional acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments shall apply to such response documents.
- 2.2.4. A functional acknowledgment, or a response document that has been designated in the Appendix as a substitute for a functional acknowledgment, shall constitute conclusive evidence a Document has been properly received.
- 2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party fails to promptly and properly transmit a functional acknowledgment or response document in return for a properly received Document, where required, the originating party's records of the contents of the Document shall control.
- 2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless

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and uput the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

- (2.4. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice and where a functional acknowledgment or response document has resulted, the originating party's records of the contents of such Document shall control.
- 2.5. Retransmissions. If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Timeframe indicated in the Appendix, the originating party shall retransmit the Document

Section 3. Transaction Terms.

- 3.1. Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to [CHOOSE ONE]:
- [A] those terms and conditions, including any terms for payment, included in the Appendix.
- (B) the terms and conditions included on each party's standard printed applicable forms attached to or identified in the Appendix [as the same may be amended from time to time by either party upon written notice to the other]. The parties acknowledge that the terms and conditions set forth on such forms may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such Transaction will be resolved as if such Transaction had been effected through the use of such forms
- [C] such additional terms and conditions as may be determined in accordance with applicable law.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of this Agreement, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate nouse defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice by the other party to this Agreement

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3.2. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5, by written agreement between the parties, or by applicable law.

3.3. Validity: Enforceability.

- 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.
- 3.3.2. Any Document properly transmitted pursuant to this Agreement shall be tonsidered, in connection with any Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature Code ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 5.1.
- 3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

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Section 4. Miscellaneous.

4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

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- 4.2. <u>Severability</u>. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.3. Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.
- 4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state [commonwealth], [province] of _______, excluding any conflict-of-law rules and principles of that state [commonwealth] [province] which would result in reference to the laws or law rules of another jurisdiction.
- 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

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4.6. Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, emission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from this Agreement shall be set forth in the Appendix.

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- 4.7. Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Appendix to the addressee party at such party's address as set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.
- 4.8. <u>Assignment</u>. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.
- 4.9 <u>Waivers</u>. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.
- 4.10 <u>Counterparts</u>. This Agreement may be executed in any number of original counterparts all of which shall constitute but one and the same instrument.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

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April 20, 1995

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ari mereor. When	appendix, those contain	ined in the Exhibit(s)) govern	.,,,
The undersigned d	to hereby execute this	Appendix, which A	ppendix is at	tached to a
made a part of the	above referenced Tra ratify said Agreement	onng Parmer Agreen	nent, Byexe forth in this	cutton belo Appendiv a
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April 20, 1995

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	ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
	DATED
	TO BE EFFECTIVE (date)
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1.	DOCUMENT SPECIFIC OPERATING INFORMATION: (This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)
	NATURAL GAS DESCRIPTIVE NAME
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9	FA RETURN TIME FRAME	N/A	
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11	FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE	N/A	
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17 SIGNATURE CODE

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