



**GAS INDUSTRY STANDARDS BOARD
GISB CONTRACTS TASK FORCE MEETING**

GISB'S OFFICE, 1100 LOUISIANA, SUITE 4925 -- HOUSTON, TEXAS

DRAFT MINUTES

August
~~JULY~~ 14, 1996 -- 1:30pm until 3:30 pm

I. Administrative

Sarabeth Smith, chairman of the Contracts Task Force (the Task Force) opened the meeting by welcoming the group to Houston and advised the meeting attendees on antitrust guidelines. The agenda was adopted as distributed.

II. Review of Minutes

The minutes of the last meeting on June 12, 1996 were adopted as read.

III. Review of suggested changes to the Model Trading Partner Agreement (MTPA)

The Task Force reviewed the changes to the Model Trading Partner Agreement which were submitted by the Future Technology Task Force (FTTF). The Task Force determined that the objectives of the MTPA were: 1) that any technology should be able to be used under the MTPA, 2) any commodity should be allowed to be applied under the MTPA, 3) the contract should not be burdensome administratively, and 4) there should be a disclaimer on the MTPA similar to the disclaimer on the standard sales and purchase agreement which states that the purpose of the MTPA is something to the effect that the contract is to facilitate quick and efficient, verifiable communications, inexpensively with obligations clearly represented and responsibilities clearly explained.

The Task Force determined that the modifications recommended by the FTTF would limit the MTPA to Internet uses only. The Task Force instead reviewed the MTPA and proposed the following modifications which reflect the standards proposed by the FTTF and which meet the objectives outlined for the MTPA:

Paragraph 1.5. Signatures. Deleted all of Paragraph 1.5 and replace with: "Where appropriate signature(s) are detailed in the exhibit(s) attached hereto."

Paragraph 2.2.1. Replace the word "Appendix" with "Exhibit."

Delete Paragraphs 2.2.1, 2.2.5 and 2.4. and renumber paragraphs accordingly.

Paragraph "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."

Modify Paragraph 2.5 to read: "2.5. Retransmissions. If the originating party of a Document has not properly received a corresponding functional acknowledgment within a reasonable timeframe, the originating party shall notify the receiving party.

Modify Paragraph 3.3.2 to read: "3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with an Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such Document 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."

The Appendix is to be added to the body of the agreement in a new paragraph and the "ALLOCATION OF COSTS:" portion of the Appendix deleted from the new paragraph.

The Exhibit should be modified to include all forms of technology used for EDI transmission.

IV. EDI Agreement

The Task Force decided to also draft an EDI Agreement which would be a short 2 page agreement which informed two parties of the basic information they need to transmit information to one another electronically. A draft will be circulated to the Task Force for review once it is pulled together.

V. Meeting adjourned.

VI. Meeting Attendees:

April 20, 1995

~~EDI Mechanism Agreement~~

**MODEL
ELECTRONIC DATA INTERCHANGE
~~TRADING PARTNER AGREEMENT~~**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 19__, by and between _____, a _____ corporation, with offices at _____ and _____, a _____ corporation, with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for on-line transmittal and/or for conventional paper-based documents; and

WHEREAS, the parties desire to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to electronic data interchange ("EDI") Transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites.

1.1. Documents: 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.

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.

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. Security Procedures. 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.~~

*Where appropriate signature(s) shall be
are detailed in Exhibit*

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. *Exhibit*

2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X₁₂ 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.

5/27
~~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 X₁₂ 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.~~ *taking out of Exhibit*

5/27
~~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.~~

5/27
~~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.~~ *definitive response in bids.*

4/20
~~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~~ *Exh.*

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

STC
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.

STC
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~~ ^{a reasonable} timeframe, the originating party shall retransmit ~~the Document~~ ^{to the receiving party.} ~~the Document~~ ^{notify}

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 notice 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.

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 considered, 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 3.1.

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.

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.

4.2. Severability. 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.

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, omission 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.

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. Assignment. 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 Waivers. 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 Counterparts. 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.

Company Name: _____
By: _____
Name: _____
Title: _____

Company Name: _____
By: _____
Name: _____
Title: _____

APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE _____
TO BE EFFECTIVE _____ (DATE)

*Put in
body of
agreement.*

COMPANY NAME _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE/Commonwealth _____

ZIP/POSTAL CODE _____

ATTENTION _____
(NAME, TITLE)

PHONE _____ FAX _____

OTHER NOTICE METHOD & ADDRESS

DUNS NUMBER _____

COMPANY NAME _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE/Commonwealth _____

ZIP/POSTAL CODE _____

ATTENTION _____
(NAME, TITLE)

PHONE _____ FAX _____

OTHER NOTICE METHOD & ADDRESS

DUNS NUMBER _____

ALLOCATION OF COSTS:
Sender: [Pays all costs to get its data to the receiving party's Receipt Computer.]
Receiver: [Pays all costs to retrieve the data.]

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE _____
TO BE EFFECTIVE _____ (DATE)

RECEIPT COMPUTER:

COMPANY NAME: _____
RECEIPT COMPUTER ~~OR RECEIPT PHONE NUMBER~~ _____
ISA QUALIFIER _____ ISA ID _____

COMPANY NAME: _____
RECEIPT COMPUTER ~~OR RECEIPT PHONE NUMBER~~ _____
ISA QUALIFIER _____ ISA ID _____

§ This section may be in the Appendix or in each Exhibit, but must be in one or the other place. §

write on each exhibit

Already on Exhibit

write on each Exhibit

LIST OF EXHIBITS

EXHIBIT NUMBER	TRANSACTION SET NUMBER(S)	NATURAL GAS DOCUMENT NAME (S)	DATE EXHIBIT ENTERED INTO

All Exhibits attached hereto are to be ~~considered~~ attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

In the event of conflict between the two Exhibit(s) and the Appendix,

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all purposes set forth in this Appendix and the attached Exhibit(s).

COMPANY NAME: _____
BY: _____
PRINTED NAME: _____
TITLE: _____

COMPANY NAME: _____
BY: _____
PRINTED NAME: _____
TITLE: _____

Agreement between parties & date

8504855

EXHIBIT
~~APPENDIX~~

Page ~~100~~ of _____

~~EXHIBIT~~ (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE NAME(S) and (date)
COVERING TRANSACTION SET NUMBER(S) VERSION RELEASE(S)

? table format

1. DOCUMENT ~~SECTION~~ OPERATING INFORMATION:
(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document)
Document
1. ~~TRANSACTION DESCRIPTION~~ NAME(S)
ASCX12-VERSION/RELEASE NO.
~~VALUE/COUNTER ID~~ (as applicable)

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		
2	EDI COMMUNICATION PHONE NUMBER		
3	THIRD PARTY SERVICE PROVIDER NAME		
4	RECEIPT COMPUTER <i>(many lines)</i>		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE TIMESTAMP		
8 <i>8-</i>	FILE RECEIPT		
9	FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N)	N/A	
10	FA RETURN TIME FRAME	N/A	
10	RESPONSE DOCUMENT (RSP) NUMBER/NAME	N/A	
11	FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE	N/A	
12	RSP RETURN TIME FRAME	N/A	
13	ACCEPTANCE DOCUMENT (ACPT)	N/A	
14	FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE		N/A
15	ACPT RETURN TIME FRAME	N/A	
16	RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)		N/A
17	SIGNATURE CODE		

EXHIBIT XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

2. STANDARDS: Specify all applicable standards and the issuing organizations.

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction contained in this Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption and authentication, if any.)

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

6. DATA Retention (If no special data retention procedures have been agreed upon, enter "None".)

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

EXHIBIT XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

COMPANY NAME: _____
BY: _____
PRINTED
NAME _____
TITLE: _____

COMPANY NAME: _____
BY: _____
PRINTED
NAME _____
TITLE _____

GISB CONTRACTS TEAM MEETING
August 14, 1996

GISB OFFICES
HOUSTON, TX

Name	Company	SEGMENT		Phone/Fax/Email
		End User	Producer	
Syabell Smith	Teneco Energy Marketing		X	713/757-8976, Fax 3593
Sammy DeJuguet	Enron	X		713/853-5315, Fax 646-8000
Mike Whisler	NGPL	X		713/963-5589, 713/963-3085 FAX
Clayton Smith	Transco	X		713/439-2813, 713/439-2229 Clayton G Smith @ tgrpl.tuc.com
Carl Smith	Texas Eastern Energy	X		713/687-5028, 713/627-5051
Stacy Dickson	Enron Capital Trade		X	(713) 853-5705 (713) 846-3490 FAX
Diane Biegel	Enron	X		713-853-3216 / 713-646-4799 (fx)
MARLY COLLINS	VALERO	X		713-951-2260 / 713-951-2225
GARY PAPPAS	Enron Capital Trade		X	713-853-7148 / 713-646-2372 / GPANPElect@enron.com
CHARLE BASS	TENNECO ENERGY		X	(713) 757-5590 (713) 757-2827

By Phone
Cheryl Coe
TRANSCAPACITY Low of first 15 minutes only. CD

Sheet1

Data Element	Description	Usage	Level	Code Values
contract effective date	date business may begin on this contract	m	h	
contract originating party	the party originating this contract - this is the party responsible for the original contract document	m	h	duns #
contract receiving party	the second party to the contract	m	h	duns #
originating party contract number	the contract number assigned by the originating party	m	h	this id may contain a tracking identifier until both parties agree on terms. at that time, the originating contract party may reassign this id to contain a final number for this contract.
receiving party contract number	the contract number assigned by the receiving party	c	h	ditto / if this is the first time this document is sent, then the originating party does not have a corresponding receiver's contract number yet. If this is a subsequent send, then the receiver's assigned number will be included.
originating party contact name	this may be an individual or a department reference	m	h	
receiving party contact name	"	c	h	same condition as contract #
originating party contact phone		m	h	
originating party contact fax		so	h	
receiving party contact phone		c	h	see above condition
receiving party contact fax		c/so	h	"
originating party contact email address		so	h	
receiving party contact email address		c/so	h	
originating party Federal Tax Id Number		so	h	
receiving party Federal Tax Id Number		c/so	h	if included, must be re-echoed
originating party invoice address		m		

Sheet1

originating party payment address		m		
originating party wire transfer address		c		required if method of pmt = wire transfer
originating party ach address		c		required if method of pmt = ach
receiving party invoice address		m		need to get it back on the flip side, not sent by the originator
receiving party payment address		m		
receiving party wire transfer address		c		required if method of pmt = wire transfer
receiving party ach address		c		required if method of pmt = ach
transaction procedure		m		oral or written
confirm deadline		m		2 business days after receipt (default) / or / specify number of days
confirming party		m		seller or buyer or other
confirming party id		c		duns # of confirming party if confirming party = other
performance obligation		m		cover standard / or/ spot price standard
spot price publication		m		values = group will provide list of valid publications to choose from.
tax responsibility		m		values = buyer pays at and after delivery point seller pays at and after delivery point
payment day	calendar day of month following month of delivery that the payment is due	m		
method of payment		m		Wire Transfer (wt) Automated Clearinghouse (ach) check
choice of law	read definition in terms	m		2 letter postal code
special provisions		m		y/n indicator
originating party - executed by name		c		sent on the final iteration.
originating party - executed by title		c		"
receiving party - executed by name		c		"

receiving party - executed by title		c		"
Transaction Confirmation				
confirmation date		m		
transaction confirmation number	the confirmation number assigned by the confirming party for this transaction.	m		
confirming party id	the identifier of the designated confirming party for this transaction	m		duns #
contract effective date				

Contracts Data Team Meeting - December 15, 1995
Data Elements and Hierarchy of Purchase Orders
for the Base Short-Term Contract for Sale and Purchase of Natural Gas

Data Elements	Comments
Business Party Identifiers	Required for both Sender and Receiver
Legal Entity Name	
DUNS Number (i.e.-Common Codes equivalent)	
Federal Tax I.D. Number	
Contract Number	Required for both Sender and Receiver
Contract Date/Effective Date	
Address Information	
Notices & Correspondence	For Each Address:
Invoicing	Company Name/Site Location
Nominations	Address (i.e. - Street, P.O. Box, Wire, ACH, etc.)
Transaction Confirmations	Fax Number
	Phone Number
	Attention Line
	E-Mail Address

At this point the Data Team decided to shift away from the language in the body of the Contract and focus on the Transaction Confirmation. Additional work will need to be done to establish further data elements for the body of the base contract.

Transaction Confirmation Information	
Contract Number	Required for both Sender and Receiver
Establish which party is the buyer and which is the seller	
Transaction Confirmation or Deal Strike Number	Required for both Sender and Receiver
Deal Strike Date	
Deal Strike Representative & Phone Number	
Date & Time Stamp for Transaction Confirmation Receipt	Clock starts for 2 day response period
Product Type	
Quantity Measurement	
Type of Service	Firm or Interruptible
If Firm, is this transaction an EFP?	
Delivery Period	
Delivery Point	
Transporter (Upstream/Downstream)	
Nomination Point/Group	
Start Date/End Date	
Start Time/End Time	
Quantity	
Unit of Time	
Pricing	
Unit/Fixed	
Reference/ Formula/ Index Based	
Tiered (at Quantities)	Layered or Incentive Pricing
First Purchaser (Yes/No)	
Special Conditions	

Gas Industry Standards Board
Sales Contract Data Model

Identification and Tracking Information

Contract No.

Senders (Required if existing contract)

Receivers (Required if existing contract)

DUNS#

Purchase Order / Confirmation Data (see separate layout)

Contract Information

The following information is required only if (1) contract numbers are not available for both parties, or (2) contract provisions have changed.

Contract Counter Party Information

Legal Name & Legal Entity Identifier

Addresses

Legal Notices

Confirmations

Billing / Payment

ABA Routing, Bank & Location

Account No., Contact Information

Nomination Address

Agency Relationships

Sender Acting As Agent For

Legal Name & Legal Entity Identifier

Addresses

Receiver Acting As Agent For

Legal Name & Legal Entity Identifier

Addresses

Terms and Conditions

Quantity Basis

Quantity Measured By

First Purchaser Status (?)

Performance Obligations

Firm

Interruptable

Method of Official Communications

Payment Terms

Billing Date

Funds Available Date

(list of options / codes)

Payment Method

Check

Wire

ACH

Invoice Time Period

Late Payment Provision

Grace Period

Interest Calculation

(list of options)

Invoice Quantity Source

1. Nominated, 2. Scheduled, 3. Actual

Dispute Provision

Dispute Time Period

Dispute Initiation

Contract Term

Evergreen (M,D,Y)

Initial Term Date

Termination Date

Force Majeure Provisions

Liability Provisions

Gas Industry Standards Board
Gas Sales Contract Data Model
Purchase Order / Confirmation Section

Deal Tracking Reference

Senders Deal Reference No.

Senders Contact Name

Receivers Del Reference No.

Receivers Contact Name

Deal Strike Date

Seller

Name, LE, Contract No.

Buyer

Name, LE, Contract No.

Content

Product Type

Performance Obligations

Firm

Interruptable

Swing

Delivery Period

Delivery Point

Transporter (Upstream & Downstream)

Rate of Delivery

Unit Of Time

Quantity (Amount)

Price

Calculation Method

Level of Detail

Tax Paid

Quantity / Price Structure

Measuring Party

First Purchaser Status (?)

Quantity Basis

Quantity Measurement (MCF, MMBTU, Gj, Kw, M3)

Pressure Base (only valid for MCF)

BTU Basis