R04017
Request for Initiation of a NAESB Standard for Electronic Business Transactions or Request for Enhancement of a NAESB Standard for Electronic Business Transactions

North American Energy Standards Board

Request for Initiation of a NAESB Standard for Electronic Business Transactions
or
Enhancement of an Existing NAESB Standard for Electronic Business Transactions

Date of Request: May 27, 2004

1. **Submitting Entity & Address:**

   National Fuel Gas Distribution Corporation
   6363 Main St
   Williamsville, NY 14221

2. **Contact Person, Phone #, Fax #, Electronic Mailing Address:**
   Name   :   **Michael Novak**
   Title   :   **Asst. General Manager**
   Phone :   **(716) 857-7884**
   Fax   :   **(716) 857-7254**
   E-mail :   **novakm@natfuel.com**

3. **Description of Proposed Standard or Enhancement:**

   Modify NAESB WGQ Standard 6.3.3, Trading Partner Agreement (TPA), to make it suitable for use in Retail applications and adoption as a Model Contract (Business Practice) by the Retail Gas Quadrant (RGQ) and Retail Electric Quadrant (REQ).

4. **Use of Proposed Standard or Enhancement (include how the standard will be used, documentation on the description of the proposed standard, any existing documentation of the proposed standard, and required communication protocols):**

   While the existing TPA is used by trading partners today to cover retail/customer choice oriented EDI transactions, a sole reference to GISB transaction numbers and document names must be deleted. This modification denies trading partners use of the "official" NAESB TPA.

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5. **Description of Any Tangible or Intangible Benefits to the Use of the Proposed Standard or Enhancement:**

   Wider use of the document in its official form promotes the GISB EDM, which has been adopted (but yet not ratified) by both the REQ and RGQ Executive Committees. GISB EDM has also been accepted by several states.

6. **Estimate of Incremental Specific Costs to Implement Proposed Standard or Enhancement:**

   None – existing TPAs in use would continue in effect.

7. **Description of Any Specific Legal or Other Considerations:**

   None

8. **If This Proposed Standard or Enhancement Is Not Tested Yet, List Trading Partners Willing to Test Standard or Enhancement (Corporations and contacts):**

   N/A

9. **If This Proposed Standard or Enhancement Is In Use, Who are the Trading Partners :**

   Parties exchanging X12 EDI transactions who voluntarily enter into NAESB TPAs.

10. **Attachments (such as : further detailed proposals, transaction data descriptions, information flows, implementation guides, business process descriptions, examples of ASC ANSI X12 mapped transactions):**

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, ____, by and between _____, a _____ [specify corporation or other entity type], with offices at _____ and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; 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 computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions; and

WHEREAS, 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.

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   Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a Functional Acknowledgement, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2.   Third Party Service Providers

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

1.2.2   Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit(s).   Each party shall be responsible for services needed to carry out its responsibilities under this agreement.

1.2.3   Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

1.3   System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4   Security Procedures

        1.4.1   Each party shall use those security procedures specified in the Gas Industry Standards Board ("GISB") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).
        Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5   Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1   Proper Receipt

        2.1.1   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 Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

        2.1.2   The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2   Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

2.3   Functional Acknowledgement and Response Document

        2.3.1   For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required

portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2   If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3   If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4   By mutual agreement, the parties may designate in the Exhibit(s) 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 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.

2.3.5   If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6   If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7   Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Section 3. Terms

3.1   Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2   Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:
        [A] those terms and conditions, including any terms for payment, included in the Exhibit(s); and
        [B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3   Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4.   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 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

3.5.   Validity: Enforceability

        3.5.1   This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

        3.5.2   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 applied, a Digital Signature ("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.

        3.5.3   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 by any court or regulatory body having jurisdiction over this Agreement 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 Exhibit(s) 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.

4.4   No Third Party Beneficiaries. 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.

4.5   Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of _____ [specify state, commonwealth, province, etc.] of _____, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6   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.

4.7   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 Data Communications 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 Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8   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 Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

4.9   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.

4.10   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.

4.11   Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.

4.12   Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

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

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

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

1.   Contact Information:
        Company Name: _____
        Street Address: _____
        City: _____
        State/Province/Commonwealth: _____
        Zip/Postal Code: _____
        Attention [Name, Title]:_____
        Phone: _____Fax: _____Email Address: _____
        Legal Entity Common Code (D-U-N-S®(Number): _____

        Company Name: _____
        Street Address: _____
        City: _____
        State/Province/Commonwealth: _____
        Zip/Postal Code: _____
        Attention [Name, Title]:_____
        Phone: _____Fax: _____Email Address: _____
        Legal Entity Common Code (D-U-N-S®(Number): _____

2.   Special Allocation Costs if Any: _____

_____
(A registered trademark of Dun & Bradstreet Corporation)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

3.   Communication Specifics:
        Company Name: _____
        EDI Contact Phone Number: _____
        Provider Name: _____
        Receipt Computer URL (include host name or IP address, any non standard port,
        directory and program name as necessary): _____
        Basic Authentication Userid: _____
        Basic Authentication Password: _____
        HTTP to/from Tag: _____
        Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

        Company Name: _____
        EDI Contact Phone Number: _____
        Provider Name: _____
        Receipt Computer URL (include host name or IP address, any non standard port,
        directory and program name as necessary): _____
        Basic Authentication Userid: _____
        Basic Authentication Password: _____
        HTTP to/from Tag: _____
        Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

[Parties should execute a separate Exhibit for each different URL.]

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

4.   Transaction Sets:
       ~~Complete table for all applicable transaction sets (Refer to the GISB Home Page (www.gisb.org) for the current list of transaction set numbers and document names).~~

| TRANSACTION SET NUMBER | NATURAL GAS DOCUMENT NAME | SENDING PARTY's | | | RECEIVING PARTY's | | | | FA/RD time frame (minutes) |
		ISA Qualifier	ISA ID	GS ID	ISA Qualifier	ISA ID	GS ID	Functional Acknowledgement (FA) Or Response document (RD) Supported?	

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

5.   Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)
_____
_____
Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6.   Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)
_____
_____

   6.1   Public Encryption Key Exchange Procedures:

   a) Contact for public encryption key exchange (emergency and scheduled)
   _____

   b) Method of contact and related information (phone number and/or e-mail address)
   _____

   c) Chosen electronic method of key exchange
   _____

   d) Scheduled public encryption key exchange procedures including frequency
   _____

   e) Emergency public encryption key exchange procedures
   _____

   f) Verification procedures to confirm appropriate exchange of public encryption keys
   _____

   g) Other
   _____

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

7.   Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

    _____
    _____

8.   Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

    _____
    _____

9.   Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

    _____
    _____

10.   Confidential Information: (See Section 3.4 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:_____   Company Name:_____

By:_____   By:_____

Printed Name: _____   Printed Name: _____

Title:_____   Title:_____