Framework Agreement

for participation in the *user community of the*

ExtranetGAS 2.0

List of amendments:

	First draft, V 01	2017-12-12
	Revision, V 02	2018-02-08
	Revision, V 03	2018-02-16
	Revision, V 04	2018-03-02
	Revision V. 05	2018-04-25
	V. 1.0 Release by written circulation procedure	2018-06-20

The words in *italics* in this document are defined in chapter 2 Definitions, e.g. *participants*.

Contents

1 Introduction

1.1 Origins / Background

The arrangement of the cooperation between companies such as gas network operators, traders, service providers in the gas industry, in particular through the EnWG and the GasNZV, requires diverse and timely data traffic. For this purpose the ExtranetGAS 1.0 was founded and since 2001 has been jointly expanded and operated by a growing number of network partners on the basis of the companies' own network resources.

In 2016, the network partners of ExtranetGAS 1.0 decided to replace ExtranetGAS 1.0 with a successor, "ExtranetGAS 2.0", and to use non-company network resources for the data exchange in *ExtranetGAS 2.0*. A telecommunications service provider *(TC service provider)* will provide a managed TC service for all *participants* for connection to *ExtranetGAS 2.0*. All *participants* form a closed user group - the *user community*. The *user community* decides in a non-discriminatory manner on the admission of new *participants* and defines the minimum technical standard.

The basic technology in *ExtranetGAS 2.0* is the TCP/IP technology. Until the complete migration of all existing ExtranetGAS 1.0 participants to ExtranetGAS 2.0, the ExtranetGAS 1.0 shall continue to be operated by mutual agreement, but at the latest until December 31, 2018.

1.2 Purpose and Objective

The purpose of the agreement shall be to facilitate the exchange of information between *participants* in an infrastructure described here.

The subject of this framework agreement shall be the definition of rules for the use of the *ExtranetGAS 2.0.*

2 Definitions

The terms used shall have the following meaning, provided they are written as follows and **in italics**:

ExtranetGAS 2.0 is a managed, closed, encrypted MPLS network provided externally by a telecommunications service provider for secure communication between all *participant connections*.

The **user community** is formed by all *participants* technically connected to the *ExtranetGAS 2.0.*

TC service provider is a telecommunications service provider offering managed TC services to the *user community* throughout Europe. A bilateral agreement shall have to be concluded between the telecommunications service provider and the participant.

Participants shall be all companies that have been accepted by the *user community* and have concluded a *usage agreement* with the *TC service provider* for the *ExtranetGAS 2.0*.

Participant connection shall be all technical facilities of a *participant* for his connection to the *ExtranetGAS 2.0*, such as TASE.2 gateway, firewall, switches, cable paths, in order to provide services according to the *usage profile* or to use services provided by other *participants*.

Usage profile shall denote the data exchange services permitted in the *ExtranetGAS 2.0*. This shall be defined by the *user community* and is limited to the data exchange service TASE.2 (TCP 102) and ICMP. The *chairman* shall manage the *usage profile* and inform the *participants* about any changes.

Usage agreement shall be a bilateral agreement between a *participant* and the *TC service provider* for the use of the *ExtranetGAS 2.0*. There shall be an investment obligation for *participants* according to the price information provided by the *TC service provider*. The coupling point between the *participant connection* and *ExtranetGAS 2.0* shall, if

possible, be located in urban areas and close to the SCADA itself. The *TC service provider* reserves the right to charge an individual building cost subsidy. There is the prerequisite that the *TC service provider* shall be able to provide a connection point to the *ExtranetGAS 2.0* at a location of the potential *participant*. The *ExtranetGAS 2.0* shall be open to every company in the gas industry in Europe.

The **chairman**, supported by a representative of the DVGW Head Office, shall be the role holder designated by the *user community* for handling central administrative activities. The chairman can be reached via a generic e-mail address extranet-gas@dvgw.de.

Delegates shall be needed for all decisions of the *user community*. Each *participant* shall appoint exactly one *delegate*. The role of the *delegate* may be transferred to a representative. For this purpose, the *participant* shall have informed the *chairman* and the DVGW branch office in advance of the period of time and the contact details of the representative.

Participants' meeting shall be the meeting of the *delegates* and the *chairman*, which takes place at least once a year. The meeting shall take the form of a DVGW committee meeting (DVGW G-PK-1-8-3) in the Technical Committee "Dispatching" (DVGW G-TK-1-8). Each *delegate* shall be entitled, if necessary, to call in advisers to the meeting.

The **IP address concept** shall be managed by the *chairman*. The *chairman* shall assign two .16 subnets from the range 172.26.27.0.0/15 to new *participants* for their *participant connection.* A subnet shall be used as a transfer network between the *TC service provider* and the *participant*. The other subnet shall be routed by the *TC service provider* to the first IP address in the first subnet and shall serve as the IP address range for the provision of services according to the *usage profile*.

The **body of rules and regulations** is a collection of documents. In detail, these are the following documents:

- this framework agreement,

- the list of participants,

- Annex A: Technical Principles for Connection and

- Annex B: Application for Admission form

- Sample usage agreement of the TC service provider (on separate personal request)

These documents and other consulting materials shall be made available centrally in the document management system of the DVGW (Team.ON). *Participants* shall receive individualised access data from the DVGW Head Office. In addition, the documents mentioned shall also be made freely accessible on the homepage of the DVGW (cf. https://www.dvgw.de/themen/gas/infrastruktur/netzsteuerung-und-dispatching/).

User documentation is a collection of documents. It comprises the *body of rules and regulations*, the *IP address concept*, the overview of the contact data of the *participants* for at least the *delegate*, the contact persons for operations and technology (e.g. the permanently available department, e.g. dispatching centre), the minutes of the *participants' meetings.*

These documents and other consulting materials shall be made available centrally in the document management system of the DVGW (Team.ON). *Participants* shall receive individualised access data from the DVGW Head Office.

3   *Rights and obligations of participants, termination*

Every *participant* of the *ExtranetGAS 2.0* shall be entitled,

- to use data exchange services with other *participants* in accordance with the applicable *user profile*.

- to bring amendments concerning valid rules in the *user community* to a decision through his *delegate*.

- to exercise co-determination in all interests of the *user community* through his *delegate*.

Every *participant* of the *ExtranetGAS 2.0* shall be obliged,

- to ensure the security of his *participant connection* according to the current state of the art and to use it exclusively within the meaning of this framework agreement;

- to conclude a bilateral *usage agreement* with the *TC service provider*

- to rectify the malfunctions in case of malfunctions of the services provided by him according to the *usage profile*;

- to use the services provided by other *participants* according to the *usage profile* only in such a way that the use by other *participants* is not impaired;

- to implement the *IP address concept*;

- to observe the respective current *usage profile*;

- to adhere to the Technical Principles for Connection in accordance with **Annex A**;

- to provide the *chairman* with complete and always up-to-date contact data in accordance with Section 4.5;

- to set up a user account in the document management system of the DVGW (Team.ON)

In case of repeated violation of these obligations, a participant can be excluded from the use of the ExtranetGAS 2.0 by resolution of the participants' meeting (Section 4.2).

Each *participant* may terminate participation in the *ExtranetGAS 2.0* at the end of the quarter subject to the obligation to notify the *chairman* with one month's notice. The notice periods between the terminating participant and the telecommunications service provider in the usage agreement with the TC service provider shall be observed.

4   Organisation of the user community

4.1   Chairman

The *chairman* is the representative of the *user community* (DVGW G-PK-1-8-3). The *delegates* present or, if applicable, connected to the annual *participants' meeting* shall determine the *chairman* for a term of office of two years by simple majority vote. Time and place shall be determined in the previous participants' meeting. The term of office of the *chairman* shall begin with his election and end with the election of a successor. The *chairman* may be re-elected.

If the *chairman* resigns before the end of his term of office, a re-election by the *participants' meeting* shall be held promptly. The elected *chairman* may resign prematurely without giving reasons by written declaration to all *delegates*.

The *chairman*

- shall agree the date for the *participants' meeting* with the *delegates* at least once a year.

- shall chair the *participants' meeting*.

- shall coordinate the regular fixed dates with the *TC service provider* and the *participants*. The fixed date can also take place within the framework of the *participants' meeting*.

- shall manage and distribute the *user documentation*.

- shall report to DVGW G-TK-1-8 Dispatching on the activities of DVGW G-PK-1-8-3.

- shall coordinate the admission process for new *participants*.

- shall archive the applications for admission of the *participants* (as a filing system on the DVGW document management system Team.On).

- shall assign IP addresses for the *ExtranetGAS 2.0 participant connection* to new *participants*.

- shall coordinate the procedure for amendments and additions to the *body of rules and regulations*.

4.2   Participants' meeting

The *participants' meetings* shall take place at least once a year and in addition as required (fixed date). The *chairman* shall convene the meeting in writing by e-mail with a notice period of four weeks. The venue, time and agenda shall be indicated. The *chairman* shall draw up resolution minutes of each *participants' meeting*, which shall be made available to all *delegates* for voting in a timely manner.

The *participants' meeting* shall decide by a 2/3 majority of the *delegates* present and, if applicable, connected in all matters of the *user community*, in particular on:

-     planned amendments and additions to the *body of rules and regulations*. The amendments and additions decided by the *participants' meeting* shall be sent by the *chairman* to the *delegates* of all *participants*. They shall become valid if less than 1/3 of the *participants* object within four weeks after dispatch.

-     Acceptance/exclusion of *participants.*

-     Selection of the *TC service provider* for the *ExtranetGAS 2.0.*

Each *participant* shall have exactly one vote through his *delegate* present or, if applicable, connected.

4.3   Adoption of resolutions outside the participants' meeting

Resolutions may be passed outside a *participants' meeting* by written, informal vote if the *chairman* proposes such a resolution and at least 2/3 of all *delegates of the user community* agree to the resolution proposal. A resolution by written, informal vote for the admission of new *participants* shall always be permissible.

The *delegates* shall vote within a period to be determined by the *chairman* of at least two weeks and at most four weeks after dispatch of the proposed resolution proposal. The time of receipt of the vote by the *chairman* shall be decisive for compliance with the deadline. The *chairman* shall inform the *delegates* promptly of any resolutions passed by written procedure. A vote of 2/3 of the delegates shall be required for the adoption of a resolution outside the *participants' meeting*. The resolution shall be deemed adopted if less than 1/3 of the votes cast object to the resolution.

4.4   Process for the admission of new participants

Interested parties wishing to participate in *ExtranetGAS 2.0* should complete and sign the application for admission in **Annex B** and send it to the *chairman.*

The *chairman* shall promptly coordinate the adoption of the resolution for the new admission according to the procedure described under 4.3 and shall inform the interested party of the decision of the *user community*. Applications for admission from Extranet 1.0 participants are automatically accepted.

If the *user community* has decided to accept the interested party as a *participant*, then

-     the *chairman* shall inform the delegate of the interested party about his IP address ranges and the contact with the *TC service provider* for the conclusion of the bilateral *usage agreement* between the telecommunications service provider and the interested party

-     the *chairman* shall inform the *TC service provider* of the allocated IP address ranges and the delegate for the conclusion of the bilateral *usage agreement* between the interested party and the telecommunications service provider*.*

-     the delegate shall inform the *chairman* when the usage agreement has been signed and when the *participant connection* has been established.

- the TC service provider shall inform all participants about the completion of the participant connection of the interested party.

- the *chairman* shall update and distribute the *user documentation* in a timely manner.

4.5   Participant data

The application for admission shall be submitted to the *chairman* together with the contact details for the *delegate*, the contact persons for operations and technology and the permanently available department.

With the signed application for admission the new participant accepts the regulations of this framework agreement ExtranetGAS 2.0.

4.6   Liability

The liability of the participants among themselves shall be governed by the statutory provisions.

4.7   Severability Clause

Should any provision of the agreement be or become invalid or should the agreement be incomplete, the rest of the agreement shall not be affected. The parties to the agreement shall replace the invalid provision by a provision which comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same shall apply to gaps in the agreement.

4.8   Written form

All amendments and additions to this agreement shall be made in writing to become effective. This written form agreement can in itself only be revoked in writing.

5   Annexes

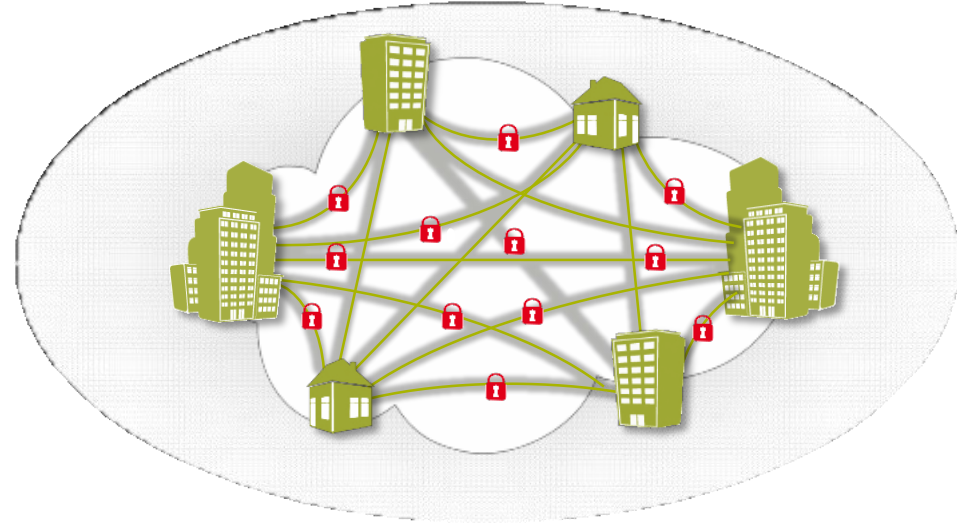Annex A Technical Principles for Connection

Annex B: Application for Admission form

Annex A
Technical Principles for Connection

Recent TC-Provider: **Vodafone**
Type of contract: **Company Net - Security**

Characteristics:

- Virtual private Network via MPLS technology
- End-to-End Encryption (Get-VPN) [1]
- Minimum bandwith 2Mbit/s[1]
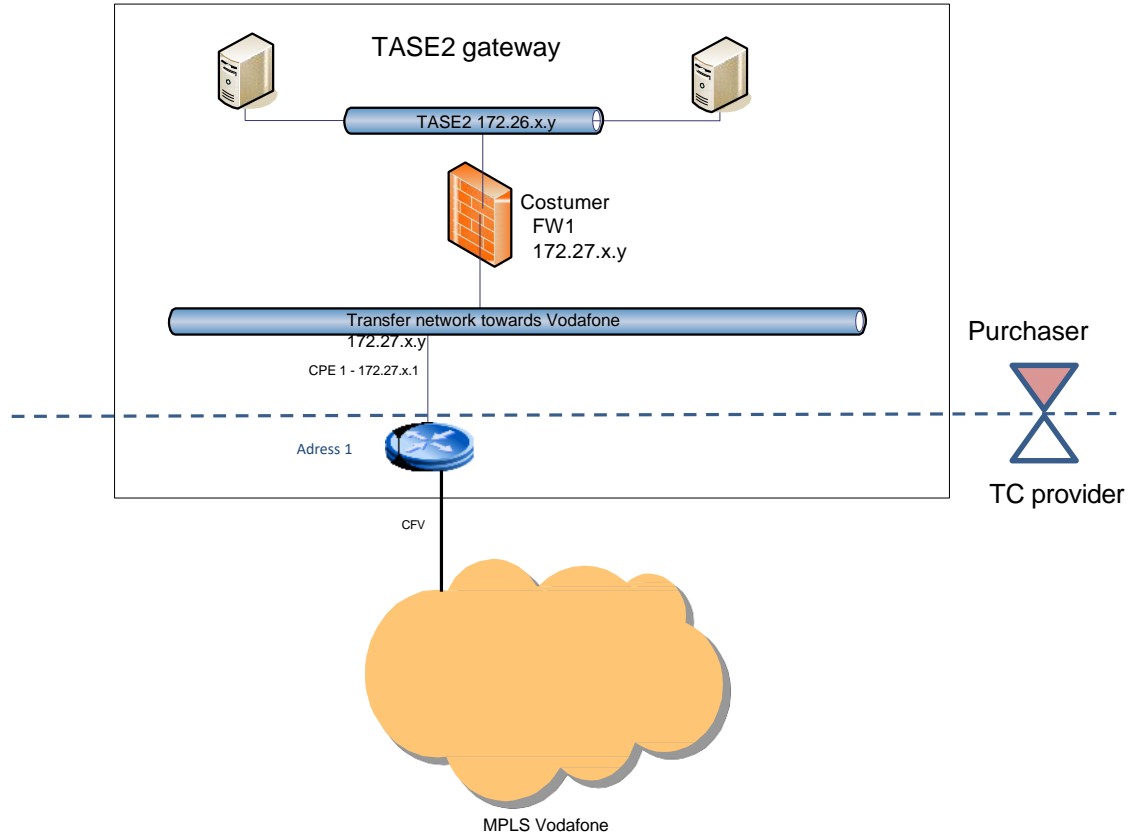- Quality of Service (QoS) – Service level Type (e.g. classic express, classic premium)

[1] obligatory option

Example of a simple interconnection

for Classic express (simple connection): Router of TC provider is communicating via:

Transfer network → LAN segment between router from TC provider and costumers' LAN port and innterconnection point on costumers' side (firewall) is mandatory

Simple connection (classic express)

TASE2 gateway

TASE2 172.26.x.y

Costumer
FW1
172.27.x.y

Transfer network towards Vodafone
172.27.x.y

CPE 1 - 172.27.x.1

Adress 1

Purchaser
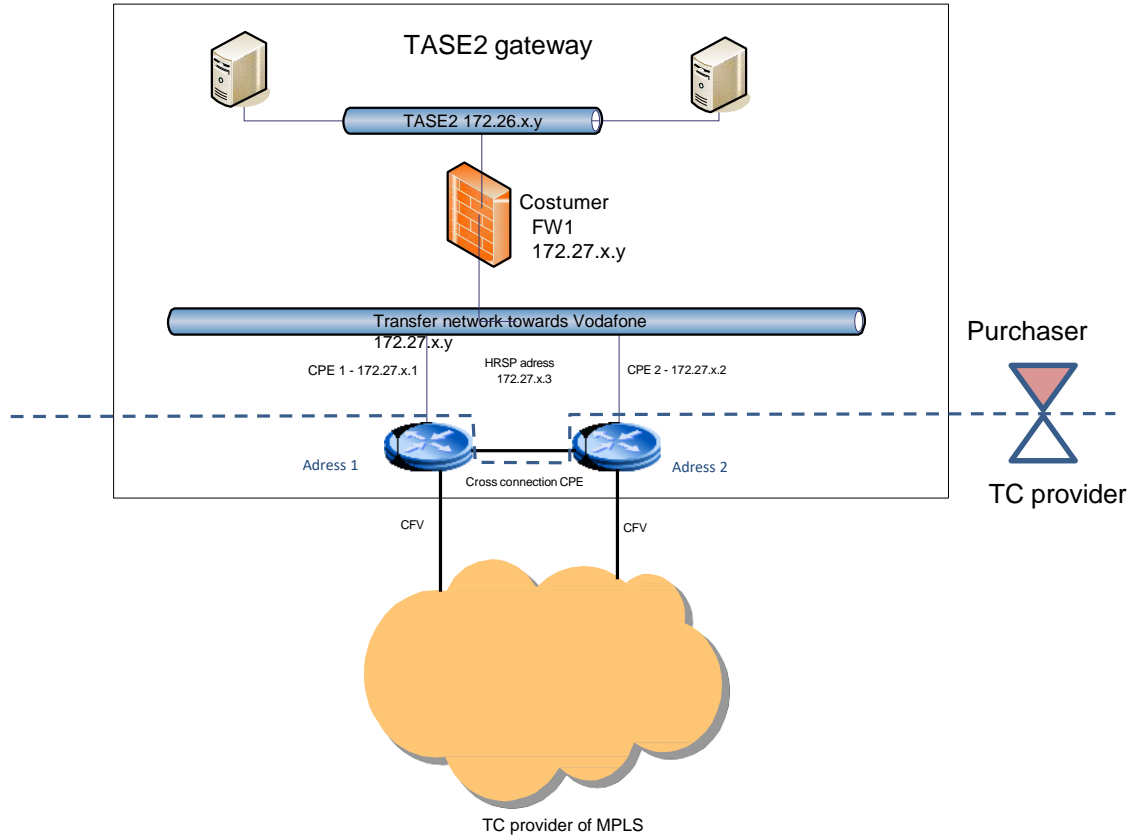
TC provider

CFV

MPLS Vodafone

Example of a redundant connection

for Classic Premium (redundant conncetion) Router of TC provider is communication via two ways:

1. Cross connection CPE [1] -> one interface has to be directely connected both at router 1 and router 2 (it is a component of connection to backbone). Connection has to be proveded by costumer if connection is needed for two different spatial places.

2. Transfer network-> one LAN segment is needed which connects router of TC provider, costumers' LAN ports and interconnection point on costumer's side (firewall). CPE's of TC provider is communicating via HSRP[2].

[1]Customer premises equipment   [2]Hot stand by router protocol

Redundant connection (Classic-Premium)

TASE2 gateway

TASE2 172.26.x.y

Costumer
FW1
172.27.x.y

Transfer network towards Vodafone
172.27.x.y

CPE 1 - 172.27.x.1

HRSP adress
172.27.x.3

CPE 2 - 172.27.x.2

Purchaser

Adress 1

Cross connection CPE

Adress 2

TC provider

CFV

CFV

TC provider of MPLS

To

Chairman ExtranetGAS
(Mail: extranet-gas@dvgw.de)

Application for admission ExtranetGAS

for participation to **ExtranetGAS 2.0**

We declare

a) Our approval with terms and conditions of framework agreement of ExtranetGAS 2.0 in ist recent version

b) to contract a bilateral agreement with TC provider to access to ExtranetGAS 2.0, which is responsible for operation of VPN via MPLS technology

Kontaktdaten:

Company	Company	Street, No.	City	Phone	URL

Delegate	Last Name	Name	Phone	Mail

Deputy delegate	Last Name	Name	Phone	Mail

Technical Contact	Last Name	Name	Phone	Mail

24/7 contact	Function	Phone	Telefax	Mail

Place, Date   Signature   Company's seal