

To: Keith Avis[Keith.Avis@ofgem.gov.uk]
Cc: Paul Heigl[Paul.Heigl@ofgem.gov.uk]; Marcus Porter[Marcus.Porter@ofgem.gov.uk]
From: William Elliott
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Keith

Both Marcus and I have spoken separately to Ruth Lancaster about drafting the Administration Agreement. Although I was live to her concerns about importing services agreement terminology into the agreement, lest it compromise the Authority's actual and perceived independence, I don't think either of us fully appreciated the extent of these concerns and her desire to avoid contractual language. In particular, Ruth feels that it is highly unlikely that the terms of any arrangements will be litigated (not least because of the damage to reputation to both parties), and has therefore queried the extent to which the Policy team feels the need for the arrangements, or at least parts of it, to be legally binding. She has suggested that such parts of it that need to be, such as the indemnity provisions, could be dealt with by way of separate letter, while the body of the arrangements could be dealt with in a document similar to a memorandum of understanding. Where the intention is that this document should be made public, any detailed operational costs provisions could be stripped out and dealt with by way of a separate letter.

Such document would look significantly different from the NIRO Agreement and the draft I have been preparing, but should hopefully be relatively quick to prepare.

I would be very grateful for any thoughts you might have on this revised approach.

Kind regards

Will

William Elliott

Seconded

Legal Services:

9 Millbank

London

SW1P 3GE

Tel: 0207 901 3068

www.ofgem.gov.uk