RETAIL ENERGY CODE

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01	Initial Assessment Report
02	Preliminary Change Report
03	Final Change Report

INITIAL ASSESSMENT REPORT

R0069 – AMENDMENTS TO SAMPLE ACCESS AGREEMENT

DOCUMENT VERSION	V1.0
DATE ISSUED	09/05/2024
DOCUMENT APPROVAL STATUS	APPROVED

RESPONSIBLE COMMITTEE	PERFORMANCE ASSURANCE BOARD	CHANGE PATH	SELF GOVERNANCE
PRIORITY STATUS	LOW	URGENCY	STANDARD

DEADLINE FOR ALTERNATIVE CHANGE PROPOSALS	18/07/2024

LEAD CHANGE ANALYST



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CHANGE OVERVIEW

This change seeks to make amendments to appendix 1 Sample Access Agreement in Schedule 9 – Qualification and Maintenance, to amend issues that have been identified by the Centralised Registration Service Provider.

	High Impact: N/A
	Medium Impact: Non-Party REC Service Users, CRS Provider
	Low Impact: N/A

1 BACKGROUND

The Sample Access Agreement is a form set out within appendix 1 to Schedule 9 - Qualification and Maintenance, which allows an organisation that is not an acceded REC Party to access REC Services. This agreement acts as a contract between RECCo, the Centralised Registration Service (CRS) Provider and the Non-Party REC Service User which enables them to access the Central Switching Service (CSS), with the rights and obligations of a CSS User.

The CRS Provider has raised a number of concerns with the legal text of the Access Agreement during the development of Change Proposal R0046A – Governance of Data Under the REC (Alternative), however the resolution of these concerns was out of scope of that Change Proposal.

This Change Proposal has been raised by the CRS Provider to evaluate and address the following issues;

1. The Access Agreement binds the CSS User to comply with Schedule 25 - Central Switching Service Schedule, and Schedule 24 - Switching Data Management Schedule. However, they should also be bound to Schedule 26 - Switching Service Management Schedule as this is mandatory for other REC Service Users. This means the agreement fails to protect the CRS Provider or other REC Parties from loss or liability where a Non-REC Party Service User is in breach of an obligation.
2. The Access Agreement does not include REC Service Providers or REC Service Users within Paragraph 7.2, which binds them to Clause 20 of the REC Main Body. This creates the requirement for bilateral data processing agreements.
3. The Access Agreement does not include the CRS Provider within Paragraph 13, meaning they have no contractual enforcement rights against CSS Users. This issue also exists for Green Deal Providers.

2 PROBLEM STATEMENT

The CRS Provider has raised that the Sample Access Agreement appended to Schedule 9 – Qualification and Maintenance does not provide adequate protections to Non-Party REC Service Users or the CRS Provider regarding liabilities or data security.

3 USER STORIES

REF.	USER STORIES
CONSUMER USER STORIES	
C1	As a Consumer, I want systems containing my information to be correctly assured, so that my personal information is kept safe and services I expect to be able to use are not disrupted.
MARKET PARTICIPANT USER STORIES	

M1	As a Non-Party REC Service User, I want the Access Agreement I sign before I can access services from the CRS Provider to give me the same protections as other service users, so I am protected from loss and liability caused by another service user, or the service itself.
M2	As the CRS Provider, I want Non-Party REC Service Users to be held to the same provisions as other CSS Users, so I am protected from loss and liability caused by them.
M3	As a CSS User, I want Non-Party REC Service Users to be held to the same provisions as other CSS Users, so I am protected from loss and liability caused by them.

4 IMPACTS

REC SERVICE PROVIDERS	REC PARTIES AND SERVICE USERS	REC DOCUMENTS / PRODUCTS
CRS Provider	Non-Party REC Service Users	Schedule 9 - Qualification and Maintenance

4.1 MARKET-WIDE HALF HOURLY SETTLEMENT IMPACTS

MHHS DESIGN	MHHS DATA SPECIFICATION	MHHS CODE DRAFTING
No impact	No impact	Indirect impact: Schedule 9 – Qualification and Maintenance

Schedule 9 – Qualification and Maintenance is impacted by MHHS code drafting, but changes are not being made to Appendix 1 Sample Access Agreement. Therefore, there are no direct impacts.

5 CROSS-CODE IMPACTS

There are no cross-code impacts identified for this change.

6 CHANGE PATH AND RESPONSIBLE COMMITTEE

CHANGE PATH	SELF-GOVERNANCE	RESPONSIBLE COMMITTEE	PERFORMANCE ASSURANCE BOARD

This change affects Schedule 9 – Qualification and Maintenance for which the REC Performance Assurance Board (REC PAB) is the responsible committee. It does not meet the criteria to be an Authority-Led change.

7 PRIORITY STATUS AND URGENCY

Category	Significance / Resource impacts / Urgency	Further selection / breakdown	Score (0-3)	Weighting	Weighted Score
Impacts	Consumer Impact	Indirect	0	27	0
	Retail Markets Impact	Innovation and Market Arrangements	1	17	17
	RECCo / REC Party / REC Service Provider Impact	Operational Effectiveness and Efficiencies	0	7	0
		Legal and Regulatory Compliance	2	14	28
Resource	Complexity / Effort / Duration		1	9	9
Strategic Alignment	Contribution to/ Alignment with the objectives of the REC		0	17	0
	Contribution to/ Alignment with RECCo's Forward Work Plan		0		0
Urgency *(The need to progress a change to meet a targeted date)*		Other Planned Activity	0	10	0
				Overall Priority Score (rounded)	54

Priority Status	LOW
Change Proposal Type	STANDARD

This change has been determined as having a low priority score of 54 and an urgency score of 0. The priority score has been based on there being no Consumer impact, alignment with the REC Objectives or alignment RECCo's Forward Work Plan.

8 SUMMARY OF CHANGE PROPOSAL PLAN

R0069 has had all the solution development work done prior to the Change Proposal Plan being in place, so is entering Party impact assessment with a fully formed solution. This will be triggered by 24 May 2024 for 15 Working Days.

The Preliminary Change Report will be published by 18 July 2024 for review by the REC PAB on 30 July 2024. It will then proceed to a 15 Working Day triggered by 02 August 2024.

The Final Change Report will be published by 12 September 2024 in preparation for the REC PAB's decision on 24 September 2024.

	FROM	TO
PARTY IMPACT ASSESSMENT	24/05/2024	17/06/2024
PRELIMINARY CHANGE REPORT ISSUED	18/07/2024	18/07/2024
RESPONSIBLE COMMITTEE REVIEW	30/07/2024	30/07/2024
CONSULTATION	02/08/2024	23/08/2024
FINAL CHANGE REPORT ISSUED	12/09/2024	12/09/2024
RESPONSIBLE COMMITTEE DECISION	24/09/2024	24/09/2024
APPEAL WINDOW CLOSURE	08/10/2024	08/10/2024

9 GLOSSARY

TERM	DEFINITION
Access Agreement	means an agreement in the form set out in Appendix 1 to the Qualification and Maintenance Schedule, by which an organisation that is not a Party can access REC Services.
Central Switching Service (CSS)	means the Systems and processes provided or procured by the CSS Provider for the purpose of providing the Address Management Service and the Registration Service.
Centralised Registration Service (CRS)	means the services provided pursuant to Condition 15 (Incorporation, delivery and provision of the Centralised Registration Service) of the DCC (Data Communications Company) Licence, being the services provided under this Code by the CSS Provider, Switching Operator, CSS Certificate Authority and, until the end of the Post Implementation Period only, the Core Systems Assurance Provider and the CSS Systems Integrator.
Centralised Registration Service (CRS) Provider	means the DCC when performing the functions and services required by Condition 15 (Incorporation, delivery and provision of the Centralised Registration Service) of the DCC Licence.
Consumer	means any person supplied (or seeking a supply) of Energy at an RMP (Registrable Metering Point) (whether or not that person also exports or is seeking to export electricity at an RMP).
CSS user	means each organisation which is Qualified to use the CSS, together with each Switching Data Service Provider (other than the CSS Provider) the categories of which are set out in the Central Switching Service Schedule.
Non-Party REC Service User	means, for a REC Service, an entity which is not a Party under this Code, but which has become a REC Service User for that REC Service.