RETAIL ENERGY CODE

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01	Proposal Plan
02	Impact Assessment
03	Consultation
04	**Final Recommendation**

CHANGE REPORT

R0069 – AMENDMENTS TO SAMPLE ACCESS AGREEMENT

DOCUMENT VERSION	1.0
PROPOSED IMPLEMENTATION DATE	08/11/2024
IMPLEMENTATION APPROACH	Big Bang

RESPONSIBLE COMMITTEE	Performance Assurance Board	**CHANGE PATH**	Self-Governance
PRIORITY STATUS	Low	**URGENCY**	Standard
IMPACTED STAKEHOLDERS	Non-Party REC Service Users, CRS Provider		

LEAD ANALYST (SOLUTION LEAD)
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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.

RESPONSIBLE COMMITTEE DECISION

On 24 September 2024, in line with the Code Manager recommendation, the Performance Assurance Board voted to:

- **APPROVE** the proposed change solution;
- **APPROVE** the proposed implementation approach; and
- **APPROVE** the proposed implementation date of 08 November 2024.

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BACKGROUND

1 SUMMARY

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. Currently 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 IMPACTS

REC SERVICE PROVIDERS
CRS Provider

REC PARTIES AND SERVICE USERS
Non-Party REC Service Users

REC DOCUMENTS / PRODUCTS
Schedule 9 - Qualification and Maintenance

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

4 CROSS-CODE IMPACTS

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

5 PROPOSAL PLAN

This change had all solution development work carried out prior to the Change Proposal Plan being in place, so solution development and legal review are not reflected in the below timetable.

Milestone	Activity	From	To
Definition		**24-May-24**	**17-June-24**
	Party Impact Assessment	May	June
Change Proposal		**18-June-24**	**23-Sep-24**
	Business Case Assessment	June	July
	Responsible Committee Review	July	July
	Consultation	July	August
	Final Determination	August	September
Voting		**24-Sep-24**	**24-Sep-24**
	Appeal window	25-Sep-24	09-Oct-24

6 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

SOLUTION

7 PROPOSED SOLUTION

The solution makes changes to Appendix 1 (Sample Access Agreement) of the Schedule 9 – Qualification and Maintenance. These have been worked on collaboratively by the proposer (the Data Communications Company (DCC), as the CRS Provider), the RECCo Legal team and REC Performance Assurance.

8 DRAFT LEGAL TEXT

The legal text changes to deliver the proposed solution to R0069 can be found here.

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PRELIMINARY ASSESSMENT

9 SUMMARY OF IMPACT ASSESSMENT ACTIVITY

9.1 SERVICE PROVIDER IMPACT ASSESSMENTS

No service provider impact assessments were required, as the only impacted service provider was the CRS Provider who helped draft the legal text.

9.2 REC PARTY IMPACT ASSESSMENTS

A Party impact assessment ran from 23 May 2024 to 17 June 2024. No responses were received.

10 KEY RISKS ISSUES ASSUMPTIONS AND DEPENDENCIES

10.1 RISKS AND ISSUES

No risks or issues have been identified that will impact the delivery of this Change Proposal Plan.

10.2 ASSUMPTIONS AND DEPENDENCIES

NO.	ASSUMPTION	NOTES	HOW/WHEN TO VALIDATE
R0119.CPP.A001	Access Agreements already in place will not need to be replaced when the legal text is updated.		Confirmed with both Performance Assurance and the Data Communications Company (DCC), as the CRS Provider, this will only be used for new Access Agreements.

11 BUSINESS CASE ASSESSMENT

11.1 COSTS

There are no costs associated with the implementation of R0069.

11.1 BENEFITS

INTANGIBLE BENEFITS	BENEFITS DESCRIPTION
INCREASED PROTECTIONS FOR CRS PROVIDER AND REC PARTIES	The current 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. The current 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. The changes proposed to the Access Agreement will provide increased protections for the CRS Provider and REC Parties in this scenario.
CLEARER DATA PROTECTION CONTROLS	The current Access Agreement does not include REC Service Providers or REC Service Users within Paragraph 7.2, which binds them to Clause 20 (REC Processor Obligations) of the REC Main Body. The changes proposed to the Access Agreement will provide tighter controls regarding Data Protection and remove the need for bilateral agreements to be in place.
CONTRACTUAL ENFORCEMENT RIGHTS FOR THE CRS PROVIDER	The current Access Agreement does not include the CRS Provider within Paragraph 13, meaning they have no contractual enforcement rights against CSS Users. This correction will allow the CRS provider to take the steps they require to ensure that Non-REC Party Service Users are fulfilling their obligations under the Access Agreement.

11.2 COST BENEFIT ANALYSIS SUMMARY

There are no costs associated with this Change Proposal and numerous intangible benefits, so the Code Manager believes there is a positive case for change. As appendix 1 of Schedule 9 – Qualification and Maintenance is the only Access Agreement that can be used under the REC, it is imperative that this agreement is robust and provides adequate provisions and coverage for the CRS Provider, REC Parties and Non-REC Party Service Users.

12 CASE FOR CHANGE

The Code Manager considers there is a positive case for change for implementing this Change Proposal on the basis that the proposed solution:

- Is both viable and implementable, and effectively resolves the problem statement;
- Has no costs and has proportionate effort required for implementation;
- Delivers positive outcomes for the CRS Provider, REC Parties and Non-REC Party Service Users; and
- Ensures any shared Consumer data is adequately protected under the guidelines of the REC.

13 SUMMARY OF CONSULTATION RESPONSES

A consultation was circulated on 01 August 2024 to obtain views on the Change report. In total 0 responses were received.

14 SUMMARY OF AMENDMENTS MADE FOLLOWING CONSULTATION

No amendments have been made to the solution or legal text following consultation.

15 APPENDIX

CHANGE PROPOSAL	Link
LEGAL DRAFTING	Link

16 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.