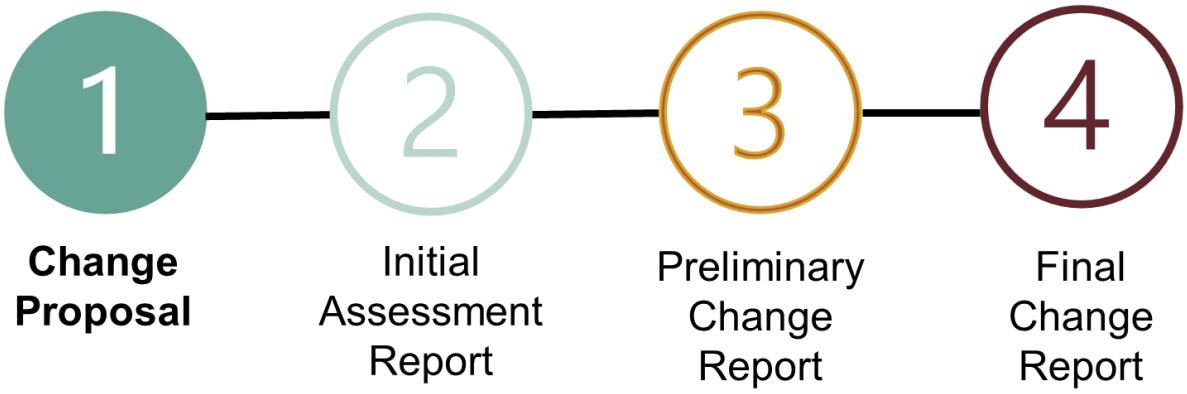
This document is classified as **WHITE**.
Information is for public, unrestricted dissemination and publication.

# CHANGE PROPOSAL FORM (COPY)

**PLEASE NOTE: THIS IS A COPY FOR INFORMATION ONLY. TO SUBMIT A CHANGE PROPOSAL PLEASE USE THE ONLINE FORM ON THE REC PORTAL.**




| | |
|---|---|
| **PURPOSE:** | This is a copy of the Change Proposal Form submitted by the Proposer on the REC Portal. |
| **NOTES:** | The information in this form is subjective to the views of the Proposer at the time of submitting the form, and prior to formal assessment by the Code Manager.<br><br>The solution will not be finalised until the publication of the Preliminary Change Report. |
| **NEXT STEPS:** | The Code Manager will complete an initial assessment of the Change Proposal and determine if additional development or assessments is required.<br><br>The Initial Assessment Report will be published with the Change Proposal Plan and reviewed by the Change Panel. |

RETAIL ENERGY CODE

## 1 PERSONAL DETAILS

| | |
|---|---|
| **PROPOSER NAME** *(Mandatory)* | Cordelia Grey |
| **COMPANY** *(Optional)* | DCC |
| **COMPANY TYPE** *(Optional)* | DCC |
| **TELEPHONE NUMBER** *(Optional)* | |
| **EMAIL ADDRESS** *(Mandatory)* | Cordelia.Grey2@smartdcc.co.uk |

## 2 CHANGE PROPOSAL SUMMARY

| | |
|---|---|
| **CHANGE PROPOSAL TITLE** *(Mandatory)* | Intellectual Property Rights and Services Data Main Body changes |
| **WHAT IS THE ISSUE YOU ARE SEEKING TO SOLVE?** *(Mandatory)* | There is potential uncertainty as to the scope of "CRS Services IPR" and "RECCo Services IPR" because they are defined by reference to Clause 13 of the main body of the Code. It is proposed that these definitions should instead be defined in Schedule 1 (Interpretations and Definitions) to the Code, which would have the added benefit of future-proofing the definitions against prospective amendments to the Code main body.<br><br>Also, "CRS Services IPR" and "RECCo Services IPR" should cover only the IPR which the CRS Provider or RECCo respectively owns or otherwise has the right to license. This will avoid risk that the licences granted under Clauses 13.7 and 13.16 exceed what the CRS Provider and RECCo respectively should be responsible for or are capable of doing.<br><br>Furthermore, Clauses 13.12(b) and 13.13 should explicitly acknowledge the parts of the CRS solution that are provided under Crown copyright, commercially available off-the-shelf software or other products generally available in the market and do not need to be licensed by DCC in the situations described in these Clauses. |

| | |
|---|---|
| | The CRS Services IPR provisions should apply only as between the CRS Provider and CSS Users (and not REC Service Users more broadly), namely 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.<br><br>In respect of "Services Data" defined in Clause 13.18, there is a risk that seeking to specify ownership of IPR in data or datasets will conflict with ownership of the same IPR under other regulatory or contractual arrangements. There is also a technical question as to whether any IPR actually subsist in the data or dataset at all (a piece of data itself not being an IPR). In view of these concerns, there is a question as to whether Clause 13.19 is actually necessary or creates potential ambiguity and confusion over ownership of IPR between numerous industry stakeholders. In turn, this risks ambiguity in Clause 13.20 as to whether the relevant stakeholder can grant the required licences as a matter of fact and the indemnity in Clause 13.21. As a consequence, it is proposed that Clause 13.20 is amended to state that the relevant Parties grant the licences set out in Clause 13.20 only to the extent that they own any IPR subsisting in the Services Data. |
| **WHAT IMPACT IS THIS HAVING?** *(Mandatory)* | Owing to the uncertainty as to the scope of the various classes of IPR covered in Clause 13, including the extent to which any IPR may exist in certain data, and the use of obsolete terms and concepts there is a risk that the relevant industry stakeholders referred to in Clause 13 are unable to grant the licences and indemnities as described in that Clause. This needs to be rectified to better support Switching. |
| **WHAT OUTCOMES DO YOU CONSIDER ARE NEEDED TO ACHIEVE AN EFFECTIVE SOLUTION?** *(Mandatory)* | Amend Clause 13 of the Code as proposed in the attached mark-up, with consequential amendments to the associated definitions in Schedule 1 (Interpretation and Definitions). |

| | |
|---|---|
| | The definition "User" should be deleted from the Code and the defined terms "CSS User" or "REC Service User" (as applicable) used in substitution. |
| **IS THERE ANY BACKGROUND INFORMATION OR CONTEXT TO THE CHANGE PROPOSAL THAT WOULD BE USEFUL?** *(Optional)* | The CRS Services IPR provisions in the Code were drafted before designation of v1.0 of the Code and primarily seek to deal with the CRS Services IPR as if it were IPR developed and owned by the CRS Provider or its contractors. In reality, much of the solution is built upon third party-owned software or platforms/services that are available to the market. Notwithstanding certain concessions were drafted in Clause 13.5 of the Code at designation, the scope of CRS Service IPR refers to some now obsolete terms and concepts and ought to be amended to clarify what the CRS Provider actually owns or is responsible for, to alleviate the existing ambiguity. |

## 3 CONSUMER IMPACTS

| | |
|---|---|
| **WHICH CONSUMER TYPES WILL BE IMPACTED BY THIS CHANGE PROPOSAL?** *(Mandatory)* | ☒ Electricity<br>☒ Gas<br>☐ Domestic Prepayment<br>☐ Domestic Credit<br>☐ Microbusiness<br>☐ Small and Medium Enterprise (SME)<br>☐ Industrial and Commercial (I&C)<br>☐ Other (please specify in the Additional information box below) |
| **WHAT IMPACT WILL THIS CHANGE PROPOSAL HAVE FOR THESE CONSUMERS?** *(Mandatory)* | ☐ Switching experience<br>☐ Billing accuracy<br>☒ Trust and confidence<br>☐ Safety<br>☐ Security of supply<br>☐ Ability to pay<br>☐ On site experience<br>☐ Other (please provide details in the Additional information box below) |

| | |
|---|---|
| **ADDITIONAL INFORMATION** *(Optional)* | |

## 4 CODE IMPACTS

**Does this Issue relate to or impact:**

| | |
|---|---|
| **THE REC OR REC SCHEDULES?** *(Optional)* | ☒ Main Body<br>☒ Interpretations and Definitions Schedule<br>☐ Transition Schedule<br>☐ Accession Agreement<br>☐ Company Governance Schedule<br>☐ Change Management Schedule<br>☐ Performance Assurance Schedule<br>☐ Qualification and Maintenance Schedule<br>☐ Market Exit Schedule<br>☐ Charging Methodology Schedule<br>☐ Prepayment Arrangements Schedule<br>☐ Central Switching Service Schedule<br>☐ Data Access Schedule<br>☐ Energy Theft Reduction Schedule<br>☐ Transfer of Consumer Data Schedule<br>☐ Metering Operations Schedule<br>☐ Metering Accreditation Schedule<br>☐ Smart Meter Installation Schedule<br>☐ Secure Data Exchange Schedule<br>☐ Green Deal Arrangements Schedule<br>☐ Registration Services Schedule<br>☐ Related Metering Points Schedule<br>☐ Address Management Schedule<br>☐ Switching Data Management Schedule<br>☐ RMP Lifecycle Schedule<br>☐ Switching Service Management Schedule<br>☐ Resolution of Consumer Facing Switching and Billing Issues Schedule<br>☐ SPAA Transition Schedule<br>☐ MRA Transition Schedule<br>☐ Unbilled Energy Code of Practice<br>☐ Gas Metering Code of Practice |

| | |
|---|---|
| | ☐ MOCoPA<br>☐ ASPCoP<br>☐ Change Panel Terms of Reference<br>☐ Performance Assurance Board Terms of Reference |
| **ADDITIONAL INFORMATION** *(Optional)* | |

| | |
|---|---|
| **THE DATA SPECIFICATION?** *(Optional)* | ☐ Data Item Catalogue<br>☐ Market Message Catalogue<br>☐ Data Access Matrix<br>☐ Standards Definition |
| **ADDITIONAL INFORMATION** *(Optional)* | |

| | |
|---|---|
| **CENTRAL SYSTEMS OR REC SERVICES?** *(Optional)* | ☐ Electricity Enquiry Service<br>☐ Central Data Service Provider Further Services<br>☐ Secure Data Exchange Service<br>☐ Green Deal Central Charging Database<br>☐ Central Switching Service (CSS)<br>☐ CSS Certificate Authority<br>☐ Switching Operator<br>☐ Gas Retail Data Service<br>☐ Electricity Retail Data Service<br>☐ Gas Enquiry Service<br>☐ Energy Theft Tip Off Service (ETTOS) |
| **ADDITIONAL INFORMATION** *(Optional)* | |

| | |
|---|---|
| **REC PARTIES AND/OR MARKET PARTICIPANTS?** *(Optional)* | ☐ Energy Suppliers<br>☐ Distribution Network Operators<br>☐ Gas Transporters<br>☐ Metering Equipment Managers<br>☐ DCC<br>☐ Shippers |

| | |
|---|---|
| | ☐ Data Collectors<br>☐ Data Aggregators<br>☐ Green Deal Providers<br>☐ Green Deal Finance Parties<br>☐ Meter Asset Providers<br>☐ AMR Service Providers<br>☐ EES Users<br>☐ GES Users<br>☐ GDCC Users<br>☐ Other (please provide details in the Additional Information box) |
| **ADDITIONAL INFORMATION** *(Optional)* | |

| | |
|---|---|
| **OTHER INDUSTRY CODES?** *(Optional)* | ☐ BSC<br>☐ DCUSA<br>☐ SEC<br>☐ UNC<br>☐ IGT UNC |
| **ADDITIONAL INFORMATION** *(Optional)* | |

| | |
|---|---|
| **DOES THIS CHANGE PROPOSAL IMPACT A SIGNIFICANT CODE REVIEW?** *(Optional)* | No |
| **ADDITIONAL INFORMATION** *(Optional)* | |

## 5 CHANGE PROGRESSION

| | |
|---|---|
| **DO YOU BELIEVE THIS CHANGE PROPOSAL MEETS THE CRITERIA FOR 'URGENCY' AND SHOULD BE PROGRESSED UNDER AN URGENT TIMETABLE?**<br><br>**IF SO, PLEASE PROVIDE JUSTIFICATION?**<br>*(Optional)* | No |
| **ARE THERE ANY REQUIRED TIMESCALES FOR THE DEVELOPMENT OR IMPLEMENTATION OF THIS CHANGE PROPOSAL?**<br>*(Optional)* | It would be preferable for this change to be effected pre-go live so the Code accurately reflects IPR ownership from that point in time. |
| **ARE YOU AWARE OF ANY DEPENDENCIES ASSOCIATED WITH THE CHANGE PROPOSAL WHICH MAY IMPACT ITS PRIORITY OR PROGRESSION TIMETABLE?**<br>*(Optional)* | |
| **DOES THIS CHANGE PROPOSAL RELATE TO AN EXISTING OR PREVIOUS CHANGE PROPOSAL?**<br>*(Optional)* | |

## 6 ATTACHMENTS

| | |
|---|---|
| **ATTACH/PROVIDE ANY SUPPORTING DOCUMENTS TO BE SUBMITTED WITH THE FORM** | |