RETAIL ENERGY CODE

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

CHANGE REPORT

R0069 – AMENDMENTS TO SAMPLE ACCESS AGREEMENT

CHANGE REPORT	PRELIMINARY
DOCUMENT VERSION	1.0
ISSUED DATE	01/08/2024
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

CODE MANAGER'S RECOMMENDATION

The Code Manager recommends Change Proposal R0069 is **APPROVED** for implementation on 08 November 2024.

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BACKGROUND

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.

PROPOSAL

4 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.

5 DRAFT LEGAL TEXT

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

6 SUMMARY OF IMPACT ASSESSMENT ACTIVITY

6.1 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.

6.2 REC PARTY IMPACT ASSESSMENTS

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

7 DELIVERY AGAINST CHANGE PROPOSAL PLAN

To date, all activities have been completed within the required timescales. The Change Proposal Plan can be found here.

8 KEY RISKS, ASSUMPTIONS, ISSUES AND DEPENDENCIES

8.1 RISKS AND ISSUES

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

8.2 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.

9 PROPOSED IMPLEMENTATION DATE AND APPROACH

PROPOSED IMPLEMENTATION DATE	08/11/2024

PROPOSED IMPLEMENTATION APPROACH	BIG BANG

The Code Manager is taking this change for voting at the September Performance Assurance Board, meaning the appeal window will be closed by 08 October 2024. It has been decided a November implementation is most practical as it will allow the REC Performance Assurance team, RECCo and the CRS Provider time to ensure all required templates are updated. This change is also not urgent enough to warrant an extraordinary release.

10 BUSINESS CASE ASSESSMENT

10.1 COSTS

There are no costs associated with the implementation of R0069.

10.2 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.

10.3 COST BENEFIT ANALYIS 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.

11 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.

12 CODE MANAGER'S RECOMMENDATION

Based on sections 10 and 11 of this report, the Code Manager considers that a positive case for change can be made for implementing this solution.

The Code Manager recommends that the Performance Assurance Board:

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

13 CONSULTATION PLAN AND NEXT STEPS

The consultation on this Preliminary Change Report for R0069 will be published on the REC Portal by **02 August 2024** and closes on **23 August 2024.**

Following consultation, the Code Manager will produce an updated version of this Preliminary Change Report (referred to as the Final Change Report). This will include the outcome of the consultation, setting out a summary of the consultation submissions and the Code Manager's response.

The Final Change Report will be issued to Performance Assurance Board to make its determination.

14 APPENDIX

CHANGE PROPOSAL	Link
LEGAL DRAFTING	Link

15 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.