RETAIL ENERGY CODE

Secure Data Exchange

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RETAIL ENERGY CODE

SCHEDULE 17

Secure Data Exchange

Version: 2.0 Effective Date: 1 September 2021

Domestic Suppliers	Mandatory
Non-Domestic Suppliers	Mandatory (electricity only)
Gas Transporters	N/A
Distribution Network Operators	Mandatory
DCC	N/A
Metering Equipment Managers	Mandatory (electricity only)
Non-Party REC Service Users	N/A

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Initial draft for Summer 2020 publication
0.2	N/A	Draft for December 2020 consultation
2.0	1 September 2021	Incorporating Consultation Responses

1 Introduction

1.1. Parties are required to exchange personal and sensitive data relating to Consumers as part of their obligations under this Code.

1.2. While many of these communications are managed through structured Market Messages sent through secure private networks, there is also a requirement to communicate with named contacts to resolve operational queries or escalate delayed or disputed resolutions using a secure interoperable solution.

1.3. The Secure Data Exchange Portal (SDEP) and Crossed Meter Resolution Portal (CMRP) both form part of the Secure Data Exchange Service (SDES). The SDES enables Parties to securely exchange data in both a structured and unstructured format, and shall be used by Parties when exchanging Personal Data relating to Consumers pursuant to this Code (unless another secure means, such as the Data Transfer Network, is specified).

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1.4. This REC Schedule sets out the rules and operational requirements for Parties to become and remain users of the Secure Data Exchange Service.

2 Provision of the Secure Data Exchange Service

2.1. RECCo shall contract with one or more REC Service Providers for provision of the Secure Data Exchange Service consistent with the description set out in the SDES Service Definition. Where necessary, RECCo shall exercise its rights under the service provider contract to ensure that the contract remains consistent with the SDES Service Definition.

2.2. Each Party shall take all steps within its control to ensure that RECCo complies with its obligations under Paragraph 2.1.

2.3. RECCo's costs for providing the Secure Data Exchange Service are to be recovered under Clause 9 (Annual Budget and Cost Recovery) of the main body of this Code.

2.4. RECCo shall not be liable to a SDES User for:

(a) any loss or damage whatsoever resulting from any omissions or inaccuracies in SDES Data;

(b) any delay or failure to provide, supply or obtain access to the SDES;

(c) the provision, supply, receipt, obtaining and/or any delay or failure to provide, supply, receive or obtain (in each case in whole or in part) any SDES Data;

(d) any corruption, omission, error, inaccuracy, incompleteness, unreliability, lack of currency or lack of updating of or in any SDES Data provided, supplied, received or obtained pursuant to this Code;

(e) the availability or continued availability of the SDES or SDES Data; or

(f) the SDES User's uninterrupted access to the SDES or SDES Data.

2.5. SDES Data is taken from or based on data provided by SDES Users and is provided by SDES Users on an ad hoc basis. RECCo does not give any warranty (express or implied) or make any representation that SDES Data will be:

(a) suitable for any particular requirement of the SDES User or for any particular use or purpose (notwithstanding that such requirement or use or purpose may be known to RECCo);

(b) compatible with the SDES User's hardware equipment or software environment; or

(c) complete, accurate or up to date.

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3 Entry Requirements and Onboarding Process

3.1. The following Parties are entitled to become SDEP Users and/or CMRP Users:

(a) Energy Suppliers;

(b) Distribution Network Operators (DNOs) (SDEP only); and

(c) electricity Metering Equipment Managers (CMRP only).

3.2. Each Energy Supplier and Distribution Network Operator is entitled to become an SDEP User by virtue of being a Party, Each such Party shall Qualify (and remain Qualified) as an SDEP User in accordance with the Qualification and Maintenance Schedule.

3.3. Each Energy Supplier and electricity Metering Equipment Manager is entitled to become a CMRP User by virtue of being a Party. Each such Party shall Qualify (and remain Qualified) as a CMRP User in accordance with the Qualification and Maintenance Schedule. This Qualification is dependent on the Energy Supplier or Metering Equipment Manager first having Qualified as an EES User.

4 Monitoring and Assurance

Service Performance

4.1. The SDES Provider shall provide reports to the REC Performance Assurance Board (REC PAB) regarding SDES performance, usage, and any other related matters as requested by REC PAB from time to time.

4.2. The Code Manager shall provide service availability notifications to SDES Users and the REC PAB, including any downtime of other systems or databases that may affect the SDES, such that:

(a) any notification relating to planned downtime or reduction in service availability of the SDES or any other system that may impact on the service availability shall be provided as soon as possible, and in any event no later than 5 Working Days prior to such event; and

(b) any unplanned downtime of the SDES or any other system that may impact on the service availability of the SDES, such notification to be made as soon as is practicable once the Code Manager has been made aware of the event.

4.3. Where the Code Manager provides a notification under Paragraph 4.2(b), it shall also provide an estimate for the restoration of services and shall confirm restoration of the services to SDES Users as soon as practicable following such event.

Misuse

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4.4. Access to and use of the SDES shall be monitored by the Code Manager, and any activity that raises concerns as to the intent of an individual or group of users shall be escalated to the REC PAB.

4.5. Where any suspected use of the SDES in breach of this REC Schedule comes to the attention of the Code Manager, the Code Manager shall investigate such suspected misuse and, where appropriate, report its findings to the REC PAB.

4.6. All SDES Users shall co-operate with such investigations, including making records available and permitting access to business sites where necessary.

4.7. The REC PAB shall determine appropriate action in accordance with the Performance Assurance Schedule, which at its sole discretion may include notification of appropriate action and a timescale for remedy to the relevant SDES User, failing which the Code Manager may disable access for one or more SDES User personnel.

4.8. RECCo shall have the right, during normal working hours and upon five Working Days' written notice to the SDES User, to audit a SDES User's use of the SDES.

4.9. The SDES User shall pay all reasonable costs associated with any investigation (where misuse has been found) and pay any reasonable costs associated with any subsequent corrective actions that must be undertaken by RECCo to correct and/or mitigate the consequences of that misuse, including but not limited to data corrective actions, and system and software changes required to correct such misuse.

5 Terms of Use

5.1. Each SDES User shall:

(a) only use and only permit use of the SDES by authorised users in accordance with this Code;

(b) supervise and control use of the SDES in accordance with the terms of this Code (including via the security and use of SDES User credentials);

(c) not allow access to the SDES by any person, nor to make any SDES Data available to any person, other than as expressly permitted by this Code;

(d) not display any part of the SDES or any SDES Data on a public bulletin board, ftp (File Transfer Protocol Site), world wide web site, chat room or by any other unauthorised means;

(e) receive and hold SDES User credentials in the strictest confidence and take all reasonable security precautions in the safekeeping of SDES User credentials and in preventing unauthorised disclosure;

(f) ensure that individual users are informed of and are contractually bound to safeguard the confidential nature of the SDES and SDES Data;

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(g) take reasonable steps to ensure the security of the SDES and to prevent viruses or other malicious code entering the SDES;

(h) not alter, reverse engineer, disassemble, decompile, decode, copy or create derivative works from the SDES software (and the SDES User shall obtain no rights in the SDES software source code); and

(i) provide such information as may be reasonably required by RECCo in order to satisfy the pre-requisites for access to the SDES or SDES Data and confirm the SDES User's continuing compliance with the requirements of this Code.

SDES User Warranties

5.2. Each SDES User represents and undertakes that:

(a) it shall not use or permit or condone the use of the SDES or SDES Data for sale, resale, loan, transfer, hire or other form of exploitation for monetary reward unless they otherwise had a legal basis for obtaining and processing this data for this purpose; and

(b) only its authorised users shall be provided with SDES user credentials and that any such user shall be deemed to be acting on behalf of the SDES User.

Use ofSDES and SDES Data

5.3. Each SDES User is only permitted access to the SDES and SDES Data for the following reasons:

(a) sending and receiving messages and files under this Code or another Energy Code where use of the SDES is mandated by this Code or such other Energy Code;

(b) managing user access requirements for their organisation, in accordance with this REC Schedule; and

(c) accessing reports relating to user management and permitted use cases relevant to the SDES User.

5.4. The SDES User agrees that the SDES and SDES Data shall only be used for business within Great Britain and the purpose described in Paragraph 5.3.

5.5. The SDES User agrees that continued use of the SDES and SDES Data is subject to continued compliance with this Code and the provisions of this REC Schedule and the Qualification and Maintenance Schedule.

Data Protection

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5.6. Subject to Paragraph 5.7, each SDES User acknowledges and agrees that it is a Data Controller in relation to the Personal Data processed by that SDES User via the SDES; and each SDES User shall therefore comply with Clause 19 (Data Controller Obligations) of the main body of this Code.

5.7. In some cases, a MEM may process Personal Data as a data processor on behalf of an Energy Supplier, in which case such processing shall be governed by and subject to the relevant contract between the MEM and the Energy Supplier.

5.8. In providing the SDES for each SDES User, RECCo (via its REC Service Provider) may act as a data processor on behalf of that SDES User. Where this is the case, Clause 20 (Data Processor Obligations) of the main body of this Code applies. The personal data in question will be the personal data which is included within SDES Data. The purpose of such processing is to provide the SDES. Further details of the subject matter, nature and purpose of the processing, is described in the SDES Service Definition.

Notification of Personal Data Breaches

5.9. Where the SDES User becomes aware that there has been any Personal Data breach in relation to Personal Data processed via the SDES, the SDES User shall, as soon as reasonably practicable (and in any event within twenty-four (24) hours), notify RECCo and any and all other users of the SDES which the SDES User knows to be affected by that Personal Data breach.

5.10. In the event of a Personal Data breach by the SDES User, the SDES User shall provide the affected users of the SDES (and their advisers) with all reasonable assistance in connection with the Personal Data breach, including:

(a) co-operating with the affected users of the SDES, and the relevant regulatory authority, providing information on the Personal Data breach, investigating the incident and its cause and containing and recovering the compromised data; and

(b) co-ordinating with the affected users of the SDES and RECCo on the management of public relations and public statements relating to the Personal Data breach. Each SDES User agrees that it shall not make any public statement in relation to a Personal Data breach without the written agreement of RECCo, save where required by Law.

SDES Licence Suspension

5.11. Subject to Paragraph 5.12, RECCo may suspend a SDES User's right to use the SDES in any of the following circumstances (on not less than twenty-four (24) hours' notice):

(a) an investigation by the Code Manager concludes that the SDES User, or any of its employees, agents, directors, consultants or contractors, has used the SDES

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or SDES Data otherwise than in accordance with this Code;

(b) the REC PAB determines that the SDES User is in material breach of any of its obligations under this Code; or

(c) an Event of Default occurs in respect of the SDES User.

5.12. Where a SDES User's use of the SDES has been suspended under Paragraph 5.11, RECCo shall, where directed by the REC PAB or the REC Board: end the suspension; and notify the SDES User.

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