**Review of REC Data Access Schedule**

CDSP has completed its review of the REC Data Access Schedule. As a result of its review there are a number of questions and clarifications set out in this document that CoMC are asked to consider and provide a response to at CoMC due to take place on 14 August 2019.

**Background**

The REC Data Access Schedule (“DAS”) is intended to define the type of organisation that is eligible to be an Enquiry Service User. Currently the Enquiry Service is comprised of two elements – DES and API provision. Other means of provision may be developed. The DAS will provide a Data Access Matrix that will define the data items that each Enquiry Service User type can access regardless of the method of provision.

**Data Access Agreement**

Within the current arrangements Xoserve, as the CDSP, enters into the Third Party Services Agreement with the party who receives the Service. This Agreement also currently defines the costs to that recipient party (User).

The purpose of this agreement enables the CDSP as the party providing the data to ensure that it can describe the data items, permitted purpose, any special conditions for provision of the service and any indemnity in the event of breach. Under the REC and the DAS the Third Party Service Agreement is referred to as the Data Access Agreement.

In electricity, the DAA equivalent is executed between MRASCo and the User, rather than the provider. Recognising this difference, the DAS considers the role of an Enquiry Service Administrator who will be responsible for executing the DAA. This would allow electricity to appoint the MRASCo equivalent (REC Code Manager) and gas to appoint the provider (i.e. CDSP / Enquiry Service Provider) – as currently.

***CDSP are of the view that it should continue to enter into the DAA with the Enquiry Service User to maintain control over the provisions set out above.*** If the Code Manager were a party to the DAA how would the CDSP (as the Enquiry Service Provider) be able to ensure that the permitted purpose and management of special conditions were sufficiently robust prior to service provision and also the ability to claim for any loss or damage caused by the Enquiry Service User was protected? If this is not correctly executed the risk is the CDSP may remain liable, which in turn would present risk to DSC parties.

**Proposed Contracting Model**

We have proposed a hybrid model (as set out in the diagram below) that means that existing DSC Core Customers can retain access to the Service in line with existing arrangements without the need to enter into a separate third party agreement – i.e. the Data Access Agreements.

We think retaining this in DSC will ensure that existing DSC Core Customers can protect their existing services and requirements.

REC

UNC

REC Data Access Agreement

Shipper

Transporter

Supplier

MAM

REC Service Definition

DSC

CDSP / GRDA

Enquiry Service Administrator

CDSP / GRDA

DSC Service Definition

UKLM DPM / REC Data Access Matrix

Other

Major Energy User

**Confidentiality Agreements**

Currently certain data items are considered to be Protected Information (as defined in the UNC) and as such the GTs require a separate confidentiality agreement to be entered into between GTs and a 3rd Party Customer. ***Will the Transporters have the same requirement under the REC?***

**Protected Information**

It is unclear whether there is a conflict between Protected Information in the UNC and treatment of data under the REC. As an example, both GTs and Suppliers will be a party to REC. Under REC who will ‘own’ the MPRN? The Supplier will have the direct relationship with the data subject so therefore is the Controller (as defined in GDPR) of personal data related to the Meter Point, however if GT is still has the Protected Information obligation under UNC how will this work? ***We welcome the view of the Committee as to how they expect this to work.***

It is proposed that the REC will contain a Data Access Matrix (DAM) – which will be the basis on which data items are disclosed to Enquiry Service Users. We need to understand how the DAM will interact with the existing Data Permissions Matrix – that performs the same function in the UNC.

Within the Data Access Schedule it is expected that certain data items are ‘mastered’ in the UNC. These data items have not been defined, and it is unclear how this correlates to data obtained from UK Link (i.e. not from the Central Switching Service) that need to be made available in the Enquiry Service and how this will be governed. ***We welcome the view of the Committee as to how they expect this to work.***

It is assumed that whilst the data will get to the Enquiry Service via Shippers, it is assumed that any data that originates from Suppliers will be governed exclusively under the REC – i.e. so if the DAM instructs release of this data this does not constitute Protected Information under the UNC. ***We welcome the view of the Committee on this matter.***

As parties to REC, it is not clear how the data owned by the Transporter provided to the Enquiry Service via UK Link systems will be governed – i.e. whether in UNC or REC. ***Transporter views on this matter are requested.***

Being outside of the REC, we are assuming that the Shippers will require that the DPM prevails in order to record where the permissions to release data have been sanctioned to UNC Protected Information. ***Shipper views on this matter are requested.***

There are further detailed questions related to the drafting of the Data Access Schedule which have not been provided, as the answers to the above will inform specific responses.