

UNC Workgroup 0509 Minutes

Permission to release Protected Information to Authorised Third Parties

Energy UK, Charles House, 5 – 11 Regent Street, London SW1Y 4LR

Attendees

Bob Fletcher Chair)	(BF)	Joint Office
Lorna Dupont (Secretary)	(LD)	Joint Office
Andy Clasper	(AC)	National Grid Gas Distribution
Andy Miller	(AMi)	Xoserve
Andrew Margan	(AM)	British Gas
Angela Love	(AL)	ScottishPower
Ed Hunter	(EH)	RWE Npower
Emma Lyndon	(EL)	Xoserve
Jon Dixon	(JD)	Ofgem
Lorna Lewin*	(LL)	Dong Energy
Mark Jones	(MJ)	SSE
Richard Pomroy*	(RP)	Wales & West Utilities
Steve Mulinganie*	(SM)	Gazprom

* via teleconference

Copies of all papers are available at: www.gasgovernance.co.uk/0509/300914

The Workgroup Report is due to be presented at the UNC Modification Panel by 19 March 2015.

1.0 Review of Minutes and Actions

1.1. Minutes

The previous minutes were accepted.

1.2. Actions

0901: E.ON (CB) to amend the modification in line with discussions.

Update: The modification had been revised in line with previous discussions. **Closed**

2.0 Discussion

BF reported that due to illness the proposer CB was unable to attend this meeting and had sent her apologies. It was agreed to review the revised modification in CB's absence and that any suggested changes should be sent to CB for her consideration. BF captured the suggested revisions onscreen.

Revised Modification

AM gave a brief overview of the Solution. A discussion ensued. AMi suggested that consideration be given to how to define 'the Ofgem Settlement Risk Academic Study partner'.

AMi confirmed that Xoserve would anonymise data as a matter of course. Protection of data was discussed. AMi referred to similar circumstances requiring a confidentiality agreement, in which the Transporters have put in place between themselves and MAPs to limit and protect the use of data for particular purposes, but suggested that legal advice might be required to ascertain if required in this case. SM believed Ofgem would have appropriate provisions in place to assure this. AMi noted that Ofgem was not a party to the UNC, and so cannot enforce the arrangements (provision of data, permitted purpose, and what should happen to it afterwards). JD agreed it would be prudent to provide protection.

The nature of the data to be released was discussed. JD was concerned that it might be over-engineering, to require a Study Partner to sign additional confidentiality agreements over and above what has already been discussed and included in the requirements. Additional liabilities may be of concern. The addition of anything not set out in the IPP may prove a risk to further progress and delay completing the analysis. RP observed there should be safeguards to prevent the third party from benefitting commercially from the access to the data, ie selling on or using it for other purposes. JD believed the standing provisions would bind the party and provide sufficient protection. The application of common sense should be embraced; the Transporters need to be happy to release data to Ofgem and Ofgem can then desensitise if appropriate. It is hard to know what any data requests might look like at this time, so it is hard to anticipate any potential issues. JD offered to discuss with EM of SGN (as legal text provider) whether any additional protection/agreements were required/appropriate.

JD circulated the generic terms, set out in Ofgem's contract with the third party, to those participating in this meeting. The highlighted sections were reviewed. JD confirmed that he would expect a rationale to be provided with any requests for data. He believed the terms of this contract to be sufficiently robust but would discuss with EM.

JD agreed to review Ofgem's generic terms and consider if provision is required to ensure the third party deletes the data on completion of the agreement.

Action 0902: Data Protection/Additional Confidentiality Agreements - Ofgem (JD) to discuss with EM of SGN (as legal text provider) whether any additional protection, eg confidentiality agreements, was required/appropriate.

Business Rules

BR1 - Should a list of data be specified? It was thought that BR3 provided a safeguard against inappropriate requests. Checks and balances were in place via Ofgem and the Transporters. Destruction of data was an additional safeguard. AMi suggested 'the partner' and their 'permitted purpose' should be captured as defined terms. Data can only be provided for permitted purposes.

The only data construed as 'personal' data is an MPR number, which could be anonymised. It was not a defined term in UNC.

JD outlined the probable timescales for the exercise, and then gave a brief overview of the chosen Study Partner's personnel and their expertise. The first meeting is due next week, and it will be discussed how interactions with PAWG may be developed.

Action 0903: Model Sign Off and Knowledge Transfer - All to consider where the risks lie, how/when the Excel model sign off can be achieved together with the knowledge transfer and submit views as soon as possible to JD in time for the Study Partner meeting on Monday.

JD indicated it might be possible for parties to try out the model before the Performance Assurance regime takes effect. There is no risk that the Study Partner will claim Intellectual Property Rights.

An update on the Study progress might be provided to the Workgroup possibly at the end of October, and in December to run through the preliminary model to see if refinements are required. The period for comments may fall around Christmas time, but JD would welcome any comments/questions in the interim.

The model is to be handed over around 05 January 2015, but who to and how needs to be discussed. The model will be in Ofgem's control to begin with. JD believed there would probably be 9-12 months where there is no formal body in place to whom a handover could be made; this could be used as a testing time for parties to try out the model.

BR2 - It was suggested this should be modified.

BR3 and BR4 - It was suggested these should be removed.

Next Steps

BF will send the suggested revisions to CB and EM for their consideration. JD will discuss with EM the need for an additional confidentiality agreement. The Proposer will consider the changes suggested and revise the modification if appropriate. Legal text can then be prepared and provided for review.

3.0 Legal Text

The legal text is to be provided by Scotia Gas Networks.

4.0 Completion of Workgroup Report

The Workgroup Report is due to be presented at the UNC Modification Panel by 19 March 2015.

Deferred to next meeting.

5.0 Any Other Business

None raised.

6.0 Diary Planning

Further details of planned meetings are available at: www.gasgovernance.co.uk/Diary

The next meeting will take place on Tuesday 28 October 2014 and will be accommodated within the business proceedings of the Performance Assurance Framework Workgroup.

Workgroup meetings will take place as follows:

Time/Date	Venue	Workgroup Programme
10:30 28 October 2014	Energy Networks Association (Room 4)	<ul style="list-style-type: none"> • Amended Modification • Consideration of Business Rules • Consideration of User Pays • Review of Impacts and Costs

		<ul style="list-style-type: none"> • Review of Relevant Objectives • Consideration of Wider Industry Impacts • Consideration of Legal Text • Development of Workgroup Report
10:30 26 November 2014	Energy UK (Room F61)	<i>To be confirmed</i>
10:30 16 December 2014	Energy UK (Room LG8)	<i>To be confirmed</i>
10:30 20 January 2015	Energy UK (Room LG8)	<i>To be confirmed</i>
10:30 24 February 2015	Energy Networks Association (Room 4)	<i>To be confirmed</i>

Action Table

Action Ref	Meeting Date	Minute Ref	Action	Owner	Status Update
0901	10/09/14	2.0	To amend the modification in line with discussions.	E.ON UK(CB)	Closed
0902	30/09/14	2.0	<i>Data Protection/Additional Confidentiality Agreements - Ofgem (JD) to discuss with EM of SGN (as legal text provider) whether any additional protection, eg confidentiality agreements, was required/appropriate.</i>	Ofgem (JD)	Pending
0903	30/09/14	2.0	<i>Model Sign Off and Knowledge Transfer - All to consider where the risks lie, how/when the Excel model sign off can be achieved together with the knowledge transfer and submit views as soon as possible to JD in time for the Study Partner meeting on Monday.</i>	ALL parties	<i>As soon as possible</i> Pending