SECTION A: DEFINITIONS AND INTERPRETATION

A1 DEFINITIONS

A1.1 In this Code, except where the context otherwise requires, the expressions in the left hand column below shall have the meanings given to them in the right hand column below:

Acceptance Testing	means testing of a software release undertaken by Users in order to determine whether the required specification for that software is met.
Accession Agreement	means an accession agreement entered into pursuant to Section B1 (Accession).
Acknowledgement	means, in respect of any Service Request or Signed Pre-Command sent by a User to the DCC, a communication by the DCC to the User via the DCC User ~~Gateway~~Interface acknowledging receipt of the User's communication.
Affected Party	has the meaning given to that expression in the definition of Force Majeure.
Affiliate	means, in relation to any person, any holding company of that person, any subsidiary of that person or any subsidiary of a holding company of that person, in each case within the meaning of section 1159 of the Companies Act 2006.
Agency for the Co-operation of Energy Regulators	means the agency of that name established under Regulation 2009/713/EC of the European Parliament and of the Council of 13 July 2009 establishing an Agency for the Co-operation of Energy Regulators.
Alert	means a DCC Alert or a Device Alert.

Alternate	has the meaning given to that expression in Section C5.19 (Alternates).
Alternative Proposal	has the meaning given to that expression in Section D6.15 (Alternative Proposals).
Anomalous Event	means, in relation to any System, an activity or event that is not expected to occur in the course of the ordinary operation of that System.
Anomaly Detection Threshold	means: (a) in respect of a User, a number of communications within a period of time, where both that number and the period of time are set by the User; (b) in respect of the DCC, either: (i) a number of communications within a period of time, where both that number and the period of time are set by the DCC; or (ii) a maximum or minimum data value within a communication, where that value is set by the DCC, in each case in accordance with the requirements of Section G6 applying (respectively) to the User or the DCC.
Applicant	has the meaning given to that expression in Section B1.1 (Eligibility for Admission).
Application Fee	has the meaning given to that expression in Section B1.5 (Application Fee).
Application Form	means a form requesting the information set out in

	Schedule 5 (and which must not request any further information), in such format as the Code Administrator may determine from time to time.
Application Guidance	has the meaning given to that expression in Section B1.4 (Application Form and Guidance).
Application Server	means a software framework that enables software applications to be installed on an underlying operating system, where that software framework and operating system are both generally available either free of charge or on reasonable commercial terms.
Appropriate Permission	means, in respect of a Communication Service or Local Command Service to be provided to a User in respect of a Smart Metering System at a premises that will result in the User obtaining Consumption Data, either: (a) (where that User is the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the User does not need consent to access that Consumption Data in accordance with its Energy Licence, or that the User has consent (whether explicit or implicit) in accordance with the requirements of its Energy Licence; or (b) (where that User is not the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the Energy Consumer has given the User explicit consent to obtain that Consumption Data and such consent has not been withdrawn.

Approved Budget	has the meaning given to that expression in Section C8.13 (Approval of Budgets).
Approved Finance Party	means, in respect of each Communications Hub Finance Facility, the person to whom the DCC accepts payment obligations under the Direct Agreement relating to that facility, and which has (from time to time) been notified by the DCC to the Authority and the Panel as meeting the requirements of this definition.
Associated	means: (a) in respect of a Smart Meter, that the Smart Meter is identified in the Smart Metering Inventory as being associated with a Communications Hub Function; and (b) in respect of any Device other than a Smart Meter or a Communications Hub Function, that the Device is identified in the Smart Metering Inventory as being associated with a Smart Meter, and the expression "**Associate**" shall be interpreted accordingly.
Assurance Certificate	has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).
Assurance Certification Body	has the meaning given to that expression in Section F2.3 (Background to Assurance Certificates).
Authorised Business	in relation to the DCC, has the meaning given in the DCC Licence.
Authorised Subscriber	means a Party or RDP which is an Authorised Subscriber for the purposes of (and in accordance with

	the meaning given to that expression in ~~Annex A) of either or both~~) any of the Certificate Policies.
Authority	means the Gas and Electricity Markets Authority as established under section 1 of the Utilities Act 2000.
~~**Authority Revocation List (or ARL)**~~	~~has the meaning given to that expression in Annex A of the Organisation Certificate Policy.~~
Auxiliary Load Control	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to that premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, [Section 5, Part D of the Smart Metering Equipment Technical Specification] that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
Back-Up	means, in relation to Data which is held on any System, the storage of a copy of that Data for the purpose of ensuring that the copy may be used (if required) to restore or replace the original Data; and "Backed-Up" is to be interpreted accordingly.
Bank Guarantee	means an on demand bank guarantee in a form reasonably acceptable to the DCC from a bank with the Required Bank Rating which guarantee has not been breached or disclaimed by the provider and has at least one month left until it expires.

Batched Certificate Signing Request	has the meaning given to that expression in Section L8.2 (SMKI Services: Target Response Times).
Bilateral Agreement	means an agreement entered into pursuant to Section H7 (Elective Communication Services) between the DCC and a User.
Business Continuity and Disaster Recovery Procedure	means that part of the Incident Management Policy which describes the business continuity and disaster recovery procedures applicable to the Services.
Cash Deposit	means a deposit of funds by or on behalf of the User into a bank account in the name of the DCC, such that title in such funds transfers absolutely to the DCC.
Certificate	means a Device Certificate, DCA Certificate, Organisation Certificate~~ or~~, OCA Certificate, IKI Certificate or ICA Certificate.
Certificate Policy	means ~~either~~ the Device Certificate Policy, ~~or~~ the Organisation Certificate Policy, or the IKI Certificate Policy.
~~**Certificate Revocation List (or CRL)**~~	~~has the meaning given to that expression in Annex A of the Organisation Certificate Policy.~~
Certificate Signing Request	means a request for a Certificate submitted by an Eligible Subscriber in accordance with the SMKI RAPP.
Certified Products List	has the meaning given to that expression in Section F2.1 (Certified Products List).
CESG	means the UK Government's national technical authority for information assurance.

CESG CHECK	means the scheme of that name which is administered by CESG.
CESG Listed Advisor Scheme (CLAS)	means the scheme of that name which is administered by CESG.
CESG Tailored Assurance Service (CTAS)	means the scheme of that name which is administered by CESG.
CH Batch Fault	has the meaning given to that expression in Section F9.20 (Liquidated Damages for CH Batch Faults).
CH Batch Fault Payment	has the meaning given to that expression in Section F9.21 (Liquidated Damages for CH Batch Faults).
CH Defect	means, in respect of a Communications Hub, any fault or defect in relation to the Communications Hub (including any failure: to conform in all respects with, and be fit for the purposes described in, the CHTS; to be free from any defect in design, manufacture, materials or workmanship; and to comply with all applicable Laws and/or Directives including with respect to product safety), which is not caused by a breach of this Code by a Party other than the DCC.
CH Fault Diagnosis	has the meaning given to that expression in Section F9.7 (CH Fault Diagnosis).
~~**CH Fault Diagnosis Document**~~	~~means the SEC Subsidiary Document of that name set out in Appendix [TBC].~~
CH Handover Support Materials	means, in respect of each Region, the document of that name set out in Appendix [TBC] and applying to that Region, which document is originally to be developed pursuant to Section ~~X7~~X8 (Developing CH Support Materials).

CH Installation Support Materials	means, in respect of each Region, the document of that name set out in Appendix [TBC] and applying to that Region, which document is originally to be developed pursuant to Section ~~X7~~X8 (Developing CH Support Materials).
CH Maintenance Support Materials	means, in respect of each Region, the document of that name set out in Appendix [TBC] and applying to that Region, which document is originally to be developed pursuant to Section ~~X7~~X8 (Developing CH Support Materials).
CH Ordering System	has the meaning given to that expression in Section F5.20 (CH Ordering System).
~~**CH Pre-Installation DCC Responsibility**~~	~~has the meaning given to that expression in Section F9.6 (Categories of Responsibility).~~
CH Post-Installation DCC Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
CH Pre-Installation DCC Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
CH Support Materials	means the CH Handover Support Materials, the CH Installation Support Materials and the CH Maintenance Support Materials.
CH Type Fault	has the meaning given to that expression in Section F9.16 (Liquidated Damages for CH Type Faults).
CH Type Fault Payment	has the meaning given to that expression in Section F9.19 (Liquidated Damages for CH Type Faults).
CH User Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).

Change Board	has the meaning given to that expression in Section D8.1 (Establishment of the Change Board).
Change Board Member	has the meaning given to that expression in Section D8.4 (Membership of the Change Board).
Charges	means the charges payable to the DCC pursuant to this Code (including pursuant to Bilateral Agreements).
Charging Methodology	means the methodology for determining the Charges, as set out in Section K (Charging Methodology).
Charging Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Charging Statement	means, from time to time, the statement prepared by DCC pursuant to Condition 19 of the DCC Licence that is in force at that time.
Check Cryptographic Protection	means, in respect of a communication, to check the Digital Signature or Message Authentication Code, as applicable, in accordance with: (a) where the Digital Signature or Message Authentication Code has been applied by a Device, the GB Companion Specification; or (b) where the Digital Signature or Message Authentication Code has been applied by the DCC or a User, the DCC User ~~Gateway~~ Interface Specification, and in each case using the Certificate corresponding to the Device ID, User ID, RDP ID or DCC ID included within the communication.
CHTS	means the Communications Hub Technical Specification.

Citizens Advice	means the National Association of Citizens Advice Bureaux.
Citizens Advice Scotland	means the Scottish Association of Citizens Advice Bureaux.
Code	means this Smart Energy Code (including its Schedules and the SEC Subsidiary Documents).
Code Administration Code of Practice	means the document of that name as approved by the Authority from time to time.
Code Administration Code of Practice Principles	means the principles set out as such in the Code Administration Code of Practice.
Code Administrator	has the meaning given to that expression in Section C7.1 (Code Administrator).
Code Performance Measure	means a performance measure set out in either Section H13.1 (Code Performance Measures) or Section L8.6 (Code Performance Measures).
Command	means a communication to a Device in the format required by the GB Companion Specification.
Commercial Activities	includes, in particular, Energy Efficiency Services, Energy Management Services, Energy Metering Services, and Energy Price Comparison Services, in each case as defined in the DCC Licence and in relation to the Supply of Energy (or its use) under the Electricity Act and the Gas Act.
Commissioned	means: (a) in respect of a Communications Hub Function, that it has been installed and commissioned in accordance with Section H5.17 (Commissioning

	of Communications Hub Functions); or (b) in respect of any other Device, that it has been installed and commissioned in accordance with Section H5.20 or H5.22 (Commissioning of other Devices), and (in each case) that such Device has not subsequently been Decommissioned, Withdrawn or Suspended. (and "**Commission**" and "**Commissioned**" are to be interpreted accordingly).
Common Test Scenarios Document	means the SEC Subsidiary Document set out in Appendix [TBC], which is originally to be developed pursuant to Section T6 (Development of Enduring Testing Documents).
Communication Services	means the Core Communication Services or the Elective Communication Services.
Communications Hub	means a Communications Hub Function together with a Gas Proxy Function.
Communications Hub Auxiliary Equipment	means any additional, replacement or spare equipment or packaging (not forming part of a Communications Hub) that may be required by a Supplier Party in relation to the installation, maintenance or return of a Communications Hub, as listed by the DCC on the CH Ordering System from time to time.
Communications Hub Charges	has the meaning given to the expression 'CH Fixed Charges' in Section K (Charging Methodology).
Communications Hub Finance Acceleration Event	means, in respect of each Communications Hub Finance Facility, that: (a) an acceleration of repayment of the indebtedness

thereunder occurs such that it is immediately due and payable by the borrower in circumstances where the DCC is liable for the same under the Direct Agreement; or

(b) the DCC becomes liable under the Direct Agreement to immediately pay the unamortised asset value (and any associated finance costs in respect) of the Communications Hubs to which that facility relates.

Communications Hub Finance Charges	means, in respect of each Communications Hub Finance Facility, the DCC's charge to recover the applicable Communications Hub Finance Costs (being a subset of the Communications Hub Charges), in an amount each month determined by the DCC at the time it produces an Invoice for that month (having regard to the requirements of Condition 36.5 of the DCC Licence).
Communications Hub Finance Costs	means, in respect of each Communications Hub Finance Facility, the costs the DCC incurs in procuring the provision (but not the maintenance) of the tranche of Communications Hubs to which that facility relates.
Communications Hub Finance Facility	means a facility arranged by a DCC Service Provider with an Approved ~~Counterparty~~Finance Party relating exclusively to the funding of the costs associated with acquiring a tranche of Communications Hubs, including by way of a loan facility, an equity subscription, or an assignment or sale of receivables.
Communications Hub Forecast	has the meaning given to that expression in Section F5.2 (Communications Hub Forecasts).
Communications Hub	means, in respect of a premises, a device installed for

Function	the purposes of the Supply of Energy to that premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, the Communications Hub Technical Specification (excluding those provisions that apply only to 'Gas Proxies') that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
Communications Hub Hot Shoe	means equipment, other than a Smart Meter, to which a Communications Hub can be connected (provided the Communications Hub complies with the ICHIS).
Communications Hub Order	has the meaning given to that expression in Section F5.~~6~~7 (Communications Hub Orders).
Communications Hub Products	means, in respect of a Valid Communications Hub Order, the Communications Hubs of the applicable Device Models that are the subject of that order and/or the Communications Hub Auxiliary Equipment that is the subject of that order.
Communications Hub Services	means those Services described in Sections F5 (Communications Hub Forecasts & Orders), F6 (Delivery and Acceptance of Communications Hub), F7 (Installation and Maintenance of Communications Hubs), F8 (Removal and Return of Communications Hubs), and F9 (Categories of Communications Hub

	Responsibility).
Communications Hub Technical Specification	means the document of that name set out in Schedule [TBC].
Competent Authority	means the Secretary of State, the Authority, and any local or regional or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of the government of the United Kingdom or of the European Union (but only insofar as each has jurisdiction over the relevant Party, this Code or its subject matter).
Completion of Implementation	has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).
Compromised	means: (a) in relation to any System, that the intended purpose or effective operation of that System is compromised by the occurrence of any event which has an adverse effect on the confidentiality, integrity or availability of the System or of any Data that are stored on or communicated by means of it; (b) in relation to any Device, that the intended purpose or effective operation of that Device is compromised by the occurrence of any event which has an adverse effect on the confidentiality, integrity or availability of the Device or of any Data that are stored on or communicated by means of it; (c) in relation to any Data, that the confidentiality, integrity or availability of that Data is

adversely affected by the occurrence of any event;

(d) in relation to any Secret Key Material, that that Secret Key Material (or any part of it), or any Cryptographic Module within which it is stored, is accessed by, or has become accessible to, a person not authorised to access it;

(e) in relation to any Certificate, that any of the following Private Keys is Compromised:

(i) the Private Key associated with the Public Key that is contained within that Certificate;

(ii) the Private Key used by the relevant Certification Authority to Digitally Sign the Certificate; or

(iii) where relevant, the Private Key used by the relevant Certification Authority to Digitally Sign the Certification Authority Certificate associated with the Private Key referred to in (ii); and

(f) in relation to any DCCKI Certificate, that any of the following Private Keys is Comprised :

(i) the Private Key associated with the Public Key that is contained within that DCCKI Certificate;

(ii) the Private Key used by the DCCKI CA to Digitally Sign the DCCKI Certificate; or

(iii) where relevant, the Private Key used by the DCCKI CA to Digitally Sign the

DCCKI CA Certificate associated with the Private Key referred to in (ii); and

~~(f)~~(g) in relation to any process or to the functionality of any hardware, firmware or software, that the intended purpose or effective operation of that process or functionality is compromised by the occurrence of any event which has an adverse effect on its confidentiality, integrity or availability,

(and "**Compromise**" and "**Compromising**" are to be interpreted accordingly).

Confidential Information means, in respect of a Party other than DCC, the Data belonging or relating to that Party or that otherwise becomes available to the DCC as a result (whether directly or indirectly) of that Party being a party to this Code.

Confirm Validity means:

(a) where the DCC, ~~or~~ a relevant User or an RDP has not previously done so in relation to a particular Certificate (including a Certificate contained within a Service Request or Command), to successfully confirm the certificate path validation in accordance with:

(i) for Device Certificates, the GB Companion Specification; or

(ii) for other Certificates, either:

(A) by using the algorithm specified in 'IETF RFC 5280' ~~(as defined in the GB Companion Specification)~~; or

(B) by using functionality equivalent to the external behaviour resulting from that algorithm, and for either such purpose, the 'trust anchor' information (with the meaning of IETF RFC 5280) shall be that in the Root OCA Certificate; and

(b) in relation to Certificates that are included in an Update Security Credentials Pre-Signed Command, that the Certificate has not been placed on the ~~Certificate Revocation List~~Organisation CRL; and

(c) in relation to DCC Certificates that are to be used by Users to check Cryptographic Protection in accordance with the DCC User ~~Gateway~~ Interface Specification, to confirm that:

(i) the Certificate validity period includes the then current time;

(ii) the User has not been notified in accordance with Section L (Smart Metering Key Infrastructure) that the Certificate has been placed on the ~~Certificate Revocation List~~Organisation CRL; and

(iii) the Certificate is not a Test Certificate; ~~and~~

(d) in relation to User Certificates that are used by DCC to Check Cryptographic Protection in accordance with the DCC User ~~Gateway~~ Interface Specification, to confirm that:

(i) the Certificate validity period includes

	the then current time; and
	(ii) the Certificate has not been placed on the ~~Certificate Revocation List~~Organisation CRL; and
	(e) in relation to IKI Certificates and ICA Certificates, to confirm that the Certificate has not been placed on the IKI CRL.
Consignment	has the meaning given to that expression in Section F5.9 (Communications Hub Orders).
Consultation Summary	has the meaning given to that expression in Section D6.14 (Working Group Consultation).
Consumer Data	has the meaning given to that expression in Section M5.6 (Consumer Data).
Consumer Member	has the meaning given to that expression in Section C3.1 (Panel Composition).
Consumer Prices Index	means, in respect of any month, the consumer prices index (CPI) published for that month by the Office of National Statistics.
Consumption Data	means, in respect of a premises, the quantity of electricity or gas measured by the Energy Meter as having been supplied to the premises.
Contingency Key Pair	has the meaning given to that expression in Section L10.8~~6~~(c) (Recovery Procedure: Definitions).
Contingency Private Key	has the meaning given to that expression in Section L10.8~~6~~(c)(i) (Recovery Procedure: Definitions).
Contingency Public Key	has the meaning given to that expression in Section

	L10.86(c)(ii) (Recovery Procedure: Definitions).
Core Communication Services	means the provision of the Services set out in the DCC User ~~Gateway~~Interface Services Schedule in a manner that involves communication via the SM WAN, but excluding the Enrolment Services.
Correlate	means, in respect of one or more Pre-Commands received by a User from the DCC in respect of a Service Request sent by that User, carrying out a process to check that the Pre-Command or Pre-Commands are substantively identical to that Service Request using either (at the User's discretion): (a) the Parse and Correlate Software; or (b) equivalent software procured or developed by the User in accordance with Good Industry Practice, and "**Correlated**" shall be interpreted accordingly.
CoS Party	means the DCC when performing the role of updating Device Security Credentials in response to 'CoS Update Security Credentials' Service Requests (as further described in Section H4.18 ('CoS Update Security Credentials' and CoS Party Service Requests) and subsequent related sections).
CPA Assurance Maintenance Plan	means the document of that name issued by CESG with each CPA Certificate.
CPA Certificates	has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).
Credit Assessment Score	means, in respect of a User, a credit assessment score in respect of that User procured from one of the credit assessment companies named in Section J3.8 (User's

	Credit Cover Factor). Where more than one credit assessment product is listed in respect of that company, it shall be the score determined in accordance with the listed product that the DCC reasonably considers the most appropriate for the User.
Credit Cover Factor	has the meaning given to that expression in Section J3.4 (User's Credit Cover Factor).
Credit Cover Requirement	has the meaning given to that expression in Section J3.2 (Calculation of Credit Cover Requirement).
Credit Cover Threshold	means, in respect of each Regulatory Year, £2,000, multiplied by the Consumer Prices Index for the October preceding the start of that Regulatory Year, divided by the Consumer Prices Index for October 2014. The relevant amount will be rounded to the nearest pound.
Credit Support	means one or more of a Bank Guarantee, Cash Deposit and/or Letter of Credit procured by a User pursuant to Section J3 (Credit Cover).
CREST	means the not-for-profit company registered in the United Kingdom with company number 06024007.
Critical Command	has the meaning given to that expression in the GB Companion Specification.
Critical Service Request	means a Service Request which is identified as critical in the DCC User ~~Gateway~~ Interface Specification (or, in the case of Elective Communication Services, the relevant Bilateral Agreement).
Critical Service Response	means a Service Response in respect of a Critical

	Service Request.
Cryptographic Hash Function	means an algorithm: (a) the inputs to which it would be computationally infeasible to determine from knowledge of its outputs; and (b) in relation to which it would be computationally infeasible to find an input which generates the same output as any other input.
Cryptographic Module	means a set of hardware, software and/or firmware that is Separated from all other Systems and that is designed for: (a) the secure storage of Secret Key Material; and (b) the implementation of Cryptographic Processing without revealing Secret Key Material.
Cryptographic Processing	means the generation, storage or use of any Secret Key Material.
Data	means any information, data, knowledge, figures, methodologies, minutes, reports, forecasts, images or sounds (together with any database made up of any of these) embodied in any medium (whether tangible or electronic).
Data Protection Act	means the Data Protection Act 1998.
Data Retention Policy	means a document developed and maintained by a Party which sets out, in relation to Data held by that Party, the periods for which such Data will be held by it for the purpose of ensuring that it is able to satisfy its legal, contractual and commercial requirements in respect of the Data.

DCA Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.
DCC	means, subject to Section M9 (Transfer of DCC Licence), the holder from time to time of the DCC Licence. In accordance with Section A2.1(l), references to the DCC shall (where applicable) include references to the DCC Service Providers with whom the DCC has contracted in order to secure performance of its obligations under this Code.
DCC Alert	has the meaning given to that expression in the DCC User ~~Gateway~~ Interface Specification.
DCC Gateway Bandwidth Option	means a DCC Gateway HV Connection or a DCC Gateway LV Connection.
DCC Gateway Connection	means, for a premises, the physical infrastructure by which a connection is (or is to be) made between that premises and the DCC Systems (and each DCC Gateway Connection shall form part of the DCC Systems).
DCC Gateway Connection Code of Connection	means the SEC Subsidiary Document set out in Appendix [TBC].
DCC Gateway Equipment	means, for each premises and any DCC Gateway Connection provided at that premises, that part of the DCC Gateway Connection that is (or is to be) located within that premises.
DCC Gateway HV Connection	means the high-volume technology solution by which the DCC provides DCC Gateway Connections, as further described in the DCC Gateway Connection Code of Connection.

DCC Gateway LV Connection	means the low-volume technology solution by which the DCC provides DCC Gateway Connections, as further described in the DCC Gateway Connection Code of Connection.
DCC Gateway Party	means a Party that is seeking or has been provided with a DCC Gateway Connection at its premises, or to whom the right to use that connection has been transferred in accordance with Section H15.16 (Use of a DCC Gateway Connection).
DCC ID	means each identification number established by the DCC pursuant to Section H4.43 (DCC IDs).
DCC Independent Security Assessment Arrangements	has the meaning given to that expression in Section G9.1 (The DCC Independent Security Assessment Arrangements).
DCC Independent Security Assurance Service Provider	has the meaning given to that expression in Section G9.4 (The DCC Independent Security Assurance Service Provider).
DCC Interfaces	means each and every one of the following interfaces: (a) the DCC User Interface; (b) the Registration Data Interface; (c) the SMKI Repository Interface; (d) the SMKI Services Interface; (e) the Self-Service Interface; and (f) the communications interfaces used for the purposes of accessing those Testing Services designed to be accessed via DCC Gateway

Connections.

DCC Internal Systems	means those aspects of the DCC Total System for which the specification or design is not set out in this Code.
DCC IT Supporting Systems	means, with regard to the DCC's duty to Separate parts of the DCC Total System, those parts of the DCC Total System which are used to support the DCC Live Systems and DCC IT Testing and Training Systems.
DCC IT Testing and Training Systems	means, with regard to the DCC's duty to Separate parts of the DCC Total System, those parts of the DCC Total System which are used to support the testing and training of DCC Personnel and third parties in relation to the provision of Services by the DCC.
DCC Licence	means the licences granted under section 6(1A) of the Electricity Act and section 7AB(2) of the Gas Act.
DCC Live Systems	means, with regard to the DCC's duty to Separate parts of the DCC Total System, those parts of the DCC Total System which are used for the purposes of: (a) (other than to the extent to which the activities fall within paragraph (b), (c) or (f) below) processing Service Requests, Pre-Commands, Commands, Service Responses and Alerts, using Registration Data for the purposes of processing Service Requests and Signed Pre-Commands, and providing the Repository Service; (b) Threshold Anomaly Detection and (other than to the extent to which the activity falls within paragraph (d) or (f) below) Cryptographic Processing relating to the generation and use of a

Message Authentication Code;

(c) discharging the obligations placed on the DCC in its capacity as CoS Party;

(d) providing SMKI Services;

(e) the Self-Service Interface;

(f) discharging the DCC's obligations under the Recovery Procedure; ~~and~~

(g) providing DCCKI Services; and

~~(g)~~(h) (other than to the extent the activities fall within paragraph (c) above) processing communications sent and received via the Non-Gateway Interface,

each of which shall be treated as an individual System within the DCC Live Systems.

DCC Member has the meaning given to that expression in Section C3.1 (Panel Composition).

DCC Personnel means those persons who are engaged by the DCC, in so far as such persons carry out, or are authorised to carry out, any activity in relation to the Authorised Business.

DCC Release Management Policy has the meaning given to that expression in Section H8.9 (Release Management).

DCC Security Assessment Report has the meaning given to that expression in Section G9.7(a) (DCC Security Assessment Reports and Responses).

DCC Security Assessment Response has the meaning given to that expression in Section G9.7(b) (DCC Security Assessment Reports and Responses).

DCC Service Provider	means an External Service Provider, as defined in the DCC Licence (but always excluding the DCC itself).
DCC Service Provider Contract	means, as between the DCC and each DCC Service Provider, any arrangement (however described) pursuant to which the DCC procures services for the purpose of providing the Services.
DCC Systems	means the DCC Total System, including the SM WAN but excluding all Communications Hubs.
DCC Total System	means the Systems used by the DCC and/or the DCC Service Providers in relation to the Services and/or this Code, including the DCC User Interface, SM WAN and Communications Hubs except for those Communications Hubs which are: (a) neither installed nor in the possession of the DCC; or (b) installed, but do not have their status in the Smart Metering Inventory set to 'commissioned'.
DCC User ~~Gateway~~Interface	means the communications interface designed to allow the communications referred to in Section H3 ~~(DCC~~.3 (Communications to be sent via the DCC User ~~Gateway~~Interface) to be sent between ~~Users~~the DCC and ~~the DCC~~Users.
~~**DCC User Gateway Bandwidth Option**~~	~~means the DCC User Gateway High-Volume Option or the DCC User Gateway Low-Volume Option.~~
DCC User ~~Gateway~~Interface Code of Connection	means~~, in respect of each DCC User Gateway Means of Connection,~~ the ~~code of connection applicable to that means of connection, each of which is set out as a~~ SEC Subsidiary Document of that name set out in Appendix [TBC].

DCC User ~~Gateway Connection~~Interface Services	~~means, for each Party other than the DCC, the physical infrastructure by which a connection is (or is to be) made between the premises of that Party and the DCC Systems for the purposes of the DCC User Gateway.~~ means the Services described in the DCC User Interface Services Schedule.
~~DCC User Gateway Equipment~~	~~means, for each Party and any DCC User Gateway Connection provided to that Party, that part of the DCC User Gateway Connection that is (or is to be) located within that Party's premises.~~
DCC User ~~Gateway High-Volume Option~~Interface Services Schedule	means the ~~high volume technology solution by which~~ SEC Subsidiary Document identified as the ~~DCC provides DCC~~'DCC User Gateway ~~Connections, as further described~~Interface Specification' set out in ~~the DCC User Gateway Code of Connection.~~ Appendix [F].
DCC User ~~Gateway~~ Interface Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
~~DCC User Gateway Low-Volume Option~~	~~means the low-volume technology solution by which the DCC provides DCC User Gateway Connections, as further described in the DCC User Gateway Code of Connection.~~
~~DCC User Gateway Means of Connection~~	~~means one of the technology solutions provided by the DCC for Users to enable connection of Users to the DCC User Gateway, as further described in the DCC User Gateway Code of Connection~~
~~DCC User Gateway Services Schedule~~	~~means the SEC Subsidiary Document of that name set out in Appendix F.~~
DCC Website	means the DCC's publicly available website (or,

where the Panel and the DCC so agree, the Website).

DCC Key Infrastructure (or **DCCKI**)	means the public key infrastructure established by DCC to provide, amongst other things, transport layer security across DCC Gateway Connections.
DCCKI Authorised Subscriber	means a Party or RDP which is a DCCKI Authorised Subscriber for the purposes of (and in accordance with the meaning given to that expression in) the DCCKI Certificate Policy.
DCCKI Authority Revocation List (or **DCCKI ARL**)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI CA Certificate	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix [TBD].
DCCKI Certificate Revocation List (or **DCCKI CRL**)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate Signing Request	means a request for a DCCKI Certificate submitted by a DCCKI Eligible Subscriber in accordance with the DCCKI Certificate Policy and the DCCKI RAPP.
DCCKI Certification Authority (or **DCCKI CA**)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certification Practice Statement (or	has the meaning given to that expression in Section L13.38 (the DCCKI Certification Practice Statement).

DCCKI CPS)	
DCCKI Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix [TBD], which: (a) has the purpose described in Section L13.14 (DCCKI Code of Connection); and (b) is originally to be developed pursuant to Sections L13.15 to L13.16 (DCCKI Interface Document Development).
DCCKI Document Set	has the meaning given to that expression in Section L13.34 (the DCCKI Document Set).
DCCKI Eligible Subscriber	has the meaning given to that expression in Section L13.8 (DCCKI Eligible Subscribers).
DCCKI Interface Design Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBD], which: (a) has the purpose described in Section L13.13 (DCCKI Interface Design Specification); and (b) is originally to be developed pursuant to Sections L13.15 to L13.16 (DCCKI Interface Document Development).
DCCKI Participants	means the DCC (acting in its capacity as the provider of the DCCKI Services), all DCCKI Subscribers and all DCCKI Relying Parties.
DCCKI Registration Authority	means the DCC, acting in its capacity as such for the purposes of (and in accordance with the meaning given to that expression in) the DCCKI Certificate Policy.
DCCKI Registration Authority Policies and	means the SEC Subsidiary Document of that name set out in Appendix [TBD], which is originally to be

Procedures (or **DCCKI RAPP**)	developed pursuant to Sections L13.36 to L13.37 (the DCCKI Registration Authority Policies and Procedures: Document Development).
DCCKI Relying Party	means a person who, pursuant to the Code, receives and relies upon a DCCKI Certificate.
DCCKI Repository	has the meaning given to that expression in Section L13.17 (the DCCKI Repository).
DCCKI Repository Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix [TBD], which: (a) has the purpose described in Section L13.29 (DCCKI Repository Code of Connection); and (b) is originally to be developed pursuant to Sections L13.30 to L13.31 (DCCKI Repository Interface Document Development).
DCCKI Repository Interface	has the meaning given to that expression in Section L13.27 (the DCCKI Repository Interface).
DCCKI Repository Interface Design Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBD], which: (c) has the purpose described in Section L13.28 (DCCKI Repository Interface Design Specification); and (d) is originally to be developed pursuant to Sections L13.30 to L13.31 (DCCKI Repository Interface Document Development).
DCCKI Repository Service	has the meaning given to that expression in Section L13.18 (the DCCKI Repository Service).
DCCKI SEC Documents	has the meaning given to that expression in Section L.13.35 (the DCCKI SEC Documents).

DCCKI Services	has the meaning given to that expression in Section L13.1 (the DCCKI Services).
DCCKI Service Interface	has the meaning given to that expression in Section L13.12 (the DCCKI Service Interface).
DCCKI Subscriber	means, in relation to any DCCKI Certificate, a Party or RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.
Decommissioned	means, in respect of a Device that has previously been Commissioned, that the Device has been decommissioned in accordance with Section H6.5 (Decommissioning).
Default Interest Rate	means, for any day, 8% above the base lending rate of the Bank of England at 13.00 hours on that day.
Defaulting Party	has the meaning given to that expression in Section M8.1 (Events of Default).
Delivery Batch	means all the Communications Hubs that were delivered to a single location during a month (regardless of whether they were delivered pursuant to more than one Communications Hub Order by more than one Party).
Delivery Date	has the meaning given to that expression in Section F5.~~10~~8 (Communications Hub Orders).
Delivery Location	has the meaning given to that expression in Section F5.~~9~~8 (Communications Hub Orders).
Delivery Month	has the meaning given to that expression in Section F5.~~9~~8 (Communications Hub Orders).

Delivery Quantity	has the meaning given to that expression in Section F5.~~9~~8 (Communications Hub Orders).
Delivery Window	means, for each delivery of Communications Hub Products to a Delivery Location, the time period on the applicable Delivery Date within which the DCC is to deliver the Communications Hub Products, as established in accordance with the CH Handover Support Materials.
Denial of Service Event	means any unauthorised attempt to make any part of a System wholly or partially unavailable for use for a period of time.
Designated Premises	means Non-Domestic Premises defined as Designated Premises within the meaning given to that expression in the Electricity Supply Licences or the Gas Supply Licences.
Detailed Evaluation	has the meaning given to that expression in Section H7.7 (Detailed Evaluation of Elective Communication Services).
Device	means one of the following individual devices: (a) an Electricity Smart Meter; (b) a Gas Smart Meter; (c) a Communications Hub Function; (d) a Gas Proxy Function; (e) a Pre-Payment Interface; (f) an Auxiliary Load Control; and (g) any Type 2 Device.
Device Alert	has the meaning given to 'Alert' in the GB Companion Specification.
Device and User System Tests	has the meaning given to that expression in Section H14.31 (Device and User System Tests).
Device Certificate	has the meaning given to that expression in Annex A

	of the Device Certificate Policy.
Device Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix A.
Device Certification Authority (or **DCA**)	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Device Certification Practice Statement (or **Device CPS**)	has the meaning given to that expression in Section L9.8 (the Device Certification Practice Statement).
Device ID	means the unique number by which an individual Device can be identified, as allocated to that Device in accordance with SMETS or CHTS (where applicable).
Device Log	means, in respect of a Device (excluding Type 2 Devices), the electronic record within that Device which records the other Devices to which that Device can send Data via the HAN.
Device Model	means, in respect of a Device, the Device's manufacturer, model, hardware version and firmware version, including, where applicable, the Meter Variant (as defined in the SMETS).
Device Security Credentials	means, in respect of any Device (other than a Type 2 Device), the electronic record within that Device of any Certificates required to be held on the Device in accordance with the GB Companion Specification.
Device Selection Methodology	has the meaning given to that expression in Section T1.3 (Device Selection Methodology).
Device Specification	means one or more of the SMETS, the CHTS, the [PPMID Technical Specification], the [IHD Technical Specification] or the [HCALCS Technical

Specification]. [The expressions used in this definition will be added to the Code should the supply licences be modified to include such expressions.]

Device Type means, in respect of a Device, a generic description of the category of Devices into which the Device falls.

Digital Signature means:

(a) in respect of a Service Request to be sent by a User, a digital signature generated by the User in accordance with the DCC User ~~Gateway~~ Interface Specification;

(b) in respect of a Pre-Command to be sent by a User, a digital signature generated by the User in accordance with the GB Companion Specification;

(c) in respect of Service Responses and Alerts to be signed by the DCC and sent to an Unknown Remote Party, a digital signature generated by the DCC in accordance with the GB Companion Specification (and sent to Users as documented in the DCC User ~~Gateway~~ Interface Specification);

(d) in respect of Pre-Commands to be sent by the DCC to a User, a digital signature generated by the DCC in accordance with the DCC User ~~Gateway~~ Interface Specification;

(e) in respect of a Service Response or Alert to be sent by a Device, any digital signature generated by the Device in accordance with the GB Companion Specification; ~~and~~

(f) in respect of a Certificate, a digital signature

	generated by the relevant Certification Authority in accordance with the relevant Certificate Policy and included within that Certificate;
	(g) in respect of a DCCKI Certificate, a digital signature generated by the DCCKI CA in accordance with the DCCKI Certificate Policy and included within that DCCKI Certificate; and
	~~(g)~~(h) in respect of Registration Data to be sent by a Registration Data Provider to the DCC, a digital signature generated by the Registration Data Provider in accordance with the Registration Data Interface Specification.
Digitally Signed	means, in respect of a communication, that such communication has had the necessary Digital Signatures applied to it (and "**Digitally Sign**" and "**Digitally Signing**" are to be interpreted accordingly).
Direct Agreement	means, in respect of each Communications Hub Finance Facility, any agreement entered into by the DCC in relation to that facility under which the DCC owes direct payment obligations.
Dispute	means any dispute or difference (of whatever nature) arising under, out of or in connection with this Code and/or any Bilateral Agreement.
DLMS Certificates	has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).
DLMS User Association	means the association of that name located in Switzerland (see - www.dlms.com).
Domestic Premises	means premises at which a Supply of Energy is or will be taken wholly or mainly for domestic purposes,

	which is to be interpreted in accordance with Condition 6 of the relevant Energy Supply Licence.
Draft Budget	has the meaning given to that expression in Section C8.11 (Preparation of Draft Budgets).
Due Date	has the meaning given to that expression in Section J1.4 (Payment of Charges).
Elected Members	has the meaning given to that expression in Section C3.1 (Panel Composition).
Elective Communication Services	means the provision of communication services that are (or are to be) defined in a Bilateral Agreement (rather than the DCC User ~~Gateway~~Interface Services Schedule) in a manner that involves communication via the SM WAN (provided that such services must relate solely to the Supply of Energy or its use).
Electricity Act	means the Electricity Act 1989.
Electricity Distribution Licence	means a licence granted, or treated as granted, under section 6(1)(c) of the Electricity Act.
Electricity Distributor	means, for a Smart Metering System or a Device, the holder of the Electricity Distribution Licence for the network to which the relevant premises are connected.
Electricity Meter	means any meter that conforms to the requirements of paragraph 2 of schedule 7 to the Electricity Act and is used for the purpose of measuring the quantity of electricity that is supplied to premises.
Electricity Network Party	means a Party that holds an Electricity Distribution Licence.
~~**Electricity Registration**~~	~~means the SEC Subsidiary Document of that name to~~

~~**Data Interface Code of Connection**~~	~~be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).~~
~~**Electricity Registration Data Interface Documents**~~	~~means the Electricity Registration Data Interface Code of Connection and Electricity Registration Data Interface Specification.~~
~~**Electricity Registration Data Interface Specification**~~	~~means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).~~
Electricity Smart Meter	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to the premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, [Section 5, Parts A, B or C] of the Smart Metering Equipment Technical Specification that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
Electricity Supplier Party	means a Party that holds an Electricity Supply Licence (regardless of whether that Party also holds a Gas Supply Licence).
Electricity Supply Licence	means a licence granted, or treated as granted, pursuant to section 6(1)(d) of the Electricity Act.
Eligible Non-Gateway Supplier	means a Non-Gateway Supplier that has: (a) satisfied the entry requirements set out in the

	Non-Gateway Interface Specification; (b) had a User ID accepted by the DCC pursuant to Section O1.7 (Use of User IDs); and (c) established the Organisation Certificates each with a Remote Party Role ~~Code of~~ corresponding to "supplier" in the OrganizationalUnitName field of the Organisation Certificate (as defined in the Organisation Certificate Policy) that are necessary to form part of the Device Security Credentials of Devices.
Eligible Subscriber	has the meaning given to that expression in Section L3.15~~6~~ (Eligible Subscribers).
Eligible User	means, in respect of a Service set out in the DCC User ~~Gateway~~Interface Services Schedule or an Elective Communication Service and (in either case) a Smart Metering System (or a Device forming, or to form, part of a Smart Metering System), one of the Users eligible to receive that Service in respect of that Smart Metering System (or such a Device), as further described in Section H3.~~13~~8 (Eligibility for Services).
Eligible User Role	means, in respect of a Service set out in the DCC User ~~Gateway~~Interface Services Schedule or an Elective Communication Service, one of the User Roles that is capable of being an Eligible User in respect of that Service (determined without reference to a particular Smart Metering System or Device).
Enabling Services	means one or more of the Enrolment Service, the Communications Hub Service, and the Other Enabling Services.

Encrypt	means, in respect of Section H4 (Processing Service Requests), the process of encoding Data using the methods set out for that purpose in the GB Companion Specification; and "**Encrypted**" shall be interpreted accordingly.
End-to-End Security Architecture	means a document that describes how the security controls in respect of smart metering relate to the architecture of the End-to-End Smart Metering System.
End-to-End Smart Metering System	means the DCC Total System, all Enrolled Smart Metering Systems, all User Systems and all RDP Systems.
End-to-End Technical Architecture	means the DCC Systems and the Smart Metering Systems together, including as documented in the Technical Specifications.
End-to-End Testing	means the testing described in Section T4 (End-to-End Testing).
End-to-End Testing Approach Document	has the meaning given to that expression in Section T4.4 (End-to-End Testing Approach Document).
Enduring Testing Approach Document	means the SEC Subsidiary Document set out in Appendix [TBC], which is originally to be developed pursuant to Section T6 (Development of Enduring Testing Documents).
Energy Code	means a multilateral code or agreement maintained pursuant to one or more of the Energy Licences.
Energy Consumer	means a person who receives, or wishes to receive, a Supply of Energy at any premises in Great Britain.

Energy Licence	means a licence that is granted, or treated as granted, under section 6 of the Electricity Act or under section 7, 7A or 7AB of the Gas Act.
Energy Meter	means an Electricity Meter or a Gas Meter.
Energy Supply Licence	means an Electricity Supply Licence or a Gas Supply Licence.
Enrolment	means, in respect of a Smart Metering System, the act of enrolling that Smart Metering System in accordance with the Enrolment Service (and the words "**Enrol**" and "**Enrolled**" will be interpreted accordingly). Enrolment of a Smart Metering System ends on its Withdrawal.
Enrolment Service	means the Service described in Section H5 (Enrolment Services and the Smart Metering Inventory).
Error Handling Strategy	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
EU Regulations	means: (a) Regulation 2009/714/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchange in electricity and repealing Regulation 2003/1228/EC; and (b) Regulation 2009/715/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the national gas transmission networks and repealing Regulation 2005/1775/EC, as amended by Commission Decision 2010/685/EU of 10 November 2010 amending Chapter 3 of Annex I to Regulation

	2009/715/EC of the European Parliament and of the Council on conditions for access to the natural gas transmission networks.
EUI-64 Compliant	means a 64-bit globally unique identifier governed by the Institute of Electrical and Electronics Engineers.
Event of Default	has the meaning given to that expression in Section M8.1 (Events of Default).
Export MPAN	means an MPAN for a Metering Point relating to the export of electricity from a premises.
Export Supplier	means, for a Smart Metering System or a Device and any period of or point in time, the ~~User~~Supplier Party Registered during that period of or at that point in time in respect of the Export MPAN relating to that Smart Metering System or Device (but excluding Smart Metering Systems or Devices for which there is no related Import MPAN, in which circumstance such Registered ~~User~~Supplier Party is deemed to be the Import Supplier in accordance with the definition thereof).
Fast-Track Modifications	has the meaning given to that expression in Section D2.8 (Fast-Track Modifications).
Firmware Hash	means the result of the application of a hash function, such function being a repeatable process to create a fixed size and condensed representation of a message using the SHA-256 algorithm as specified in the US Government's Federal Information Processing Standards document 180-4.
Fixed Charges	has the meaning given to that expression in the Charging Methodology.

Follow-up Security Assessment	has the meaning given to that expression in Section G8.17 (Categories of Security Assurance Assessment).
Force Majeure	means, in respect of any Party (the **Affected Party**), any event or circumstance which is beyond the reasonable control of the Affected Party, but only to the extent such event or circumstance (or its consequences) could not have been prevented or avoided had the Affected Party acted in accordance with Good Industry Practice. Neither lack of funds nor strikes or other industrial disturbances affecting only the employees of the Affected Party and/or its contractors shall be interpreted as an event or circumstance beyond the Affected Party's control.
Framework Agreement	means an agreement in the form set out in Schedule 1.
Full Privacy Assessment	has the meaning given to that expression in Section I2.10 (Categories of Assessment).
Full User Security Assessment	has the meaning given to that expression in Section G8.14 (Categories of Security Assurance Assessment).
Future-Dated Services	has the meaning given to that expression in Section H3.~~17~~11 (Categories of Services).
Gas Act	means the Gas Act 1986.
Gas Meter	means a meter that conforms to the requirements of section 17(1) of the Gas Act for the purpose of registering the quantity of gas supplied through pipes to premises.
Gas Network Party	means a Party that holds a Gas Transporter Licence.
Gas Proxy Function	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to the premises

	that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, those sections of the Communications Hub Technical Specification that apply to 'Gas Proxies' and that are applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
~~**Gas Registration Data Interface Code of Connection**~~	~~means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).~~
~~**Gas Registration Data Interface Documents**~~	~~means the Gas Registration Data Interface Code of Connection and Gas Registration Data Interface Specification.~~
~~**Gas Registration Data Interface Specification**~~	~~means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).~~
Gas Smart Meter	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to the premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, [Section 4] of the Smart Metering Equipment

	Technical Specification that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
Gas Supplier	means, for a Smart Metering System or a Device and any period of or point in time, the ~~User~~Supplier Party Registered during that period of or at that point in time in respect of the MPRN relating to that Smart Metering System or Device.
Gas Supplier Party	means a Party that holds a Gas Supply Licence (regardless of whether that Party also holds an Electricity Supply Licence).
Gas Supply Licence	means a licence granted, or treated as granted, pursuant to section 7A(1) of the Gas Act.
Gas Transporter	means, for a Smart Metering System or a Device, the holder of the Gas Transporter Licence for the network to which the relevant premises are connected.
Gas Transporter Licence	means a licence granted, or treated as granted, under section 7 of the Gas Act (but not the licence in respect of the National Transmission System, as defined in the UNC).
GB Companion Specification	means the document of that name set out in Schedule [TBC].
General SEC Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Good Industry Practice	means, in respect of a Party, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled

	and experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances.
Greenhouse Gas Emissions	means emissions of Greenhouse Gases, as defined in section 92 of the Climate Change Act 2008.
HAN	means, for each Smart Metering System, the home area network created by the Communications Hub Function forming part of that Smart Metering System.
HAN Variants	means the variations of Communications Hub that are necessary to enable communication via each HAN Interface (as defined in the CHTS).
IKI Certification Authority (or **ICA**)	has the meaning given to that expression in the IKI Certificate Policy.
ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.
ICHIS	means the Intimate Communications Hub Interface Specifications.
ID Allocation Procedure	means the document of that name developed and maintained in accordance with Section B2.2 (ID Allocation Procedure).
IETF RFC 5280	has the meaning given to that expression in the GB Companion Specification.
IHD	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to the premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in;

	(b) has the functional capability specified by; and (c) complies with the other requirements of, [Section 6 of the Smart Metering Equipment Technical Specification] that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
IKI Authority Revocation List (or **IKI ARL**)	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certificate	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix [TBD].
IKI Certificate Revocation List (or **IKI CRL**)	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certification Authority (or **ICA**)	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certification Practice Statement (or **IKI CPS**)	has the meaning given to that expression in Section L9.20 (the IKI Certification Practice Statement).
Import MPAN	means an MPAN for a Metering Point relating to the import of electricity to a premises.
Import Supplier	means, for a Smart Metering System or a Device and any period of or point in time: (a) the ~~User~~Supplier Party Registered during that period of or at that point in time in respect of the Import MPAN relating to that Smart

	Metering System or Device; or (b) where there is no related Import MPAN for that Smart Metering System or Device, the ~~User~~Supplier Party Registered during that period of or at that point in time in respect of the Export MPAN relating to that Smart Metering System or Device.
Incident	means an actual or potential interruption to (or reduction in the quality or security of) the Services, as further described in the Incident Management Policy (excluding incidents that are subject to the Registration Data Incident Management Policy, but not excluding interruptions to the Services that are consequent on such incidents).
Incident Category	has the meaning given to that expression in Section H9.1 (Incident Management Policy).
Incident Management	means a framework of processes designed to identify, raise, allocate responsibility for, track and close Incidents.
Incident Management Log	has the meaning given to that expression in Section H9.3 (Incident Management Log).
Incident Management Policy	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
Independent Assurance Scheme	has the meaning given to that expression in Part 2.1 of the SMKI Compliance Policy (DCC: Duty to Submit to an Independent Assurance Scheme).
Independent Privacy Auditor	has the meaning given to that expression in Section I2.1 (Procurement of the Independent Privacy Auditor).

~~**Independent Security Assurance Service Provider**~~	~~has the meaning given to that expression in Section G8.1 (Procurement of the Independent Security Assurance Service Provider).~~
Independent SMKI Assurance Service Provider	has the meaning given to that expression in Part 3.1 of the SMKI Compliance Policy (DCC: Duty to Procure Independent Assurance Services).
Independent Time Source	has the meaning given to that expression in Section G2.38(b) (Network Time).
Information Classification Scheme	means a methodology for: (a) the appropriate classification of all Data that are processed or stored on a System by reference to the potential impact of those Data being Compromised; and (b) determining the controls to be applied to the processing, storage, transfer and deletion of each such class of those Data.
Information Commissioner	means the Commissioner, as defined in the Data Protection Act.
Insolvency Type Event	means, in respect of a Party, that that Party: (a) is unable to pay its debts as they fall due, or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (but as if the reference in such section to "£750" was replaced with "£10,000"); (b) calls a meeting for the purpose of passing a resolution for its winding-up, or such a resolution is passed; (c) presents, or has presented in respect of it, a

petition for a winding-up order;

(d) has an application to appoint an administrator made in respect of it, or a notice of intention to appoint an administrator is filed in respect of it;

(e) has an administrator, administrative receiver, or receiver appointed over all or a substantial part of its business, undertaking, property or assets;

(f) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or

(g) suffers or undergoes any procedure analogous to any of those specified above, including in respect of a Party who is a natural person or in any jurisdiction outside the UK in which a Party is incorporated.

Intellectual Property Rights means patents, trade marks, trade names, service marks, rights in designs, copyright (including rights in computer software), logos, rights in internet domain names, and moral rights, database rights, rights in know-how, and other intellectual property rights (in each case, whether registered or unregistered or subject to an application for registration), and includes any and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Interface Testing means the testing described in Section T3 (Interface Testing).

Interface Testing Approach Document has the meaning given to that expression in Section T3.8 (Interface Testing Approach Document).

Interface Testing Objective	has the meaning given to that expression in Section T3.2 (Interface Testing Objective).
Interim Election	has the meaning given to that expression in Section C4.2 (Election of Elected Members).
Intimate Communications Hub Interface Specifications	means the specifications described as such and originally developed by the DCC pursuant to schedule 3 of the DCC Licence, as amended from time to time in accordance with Section H12.9 (Amendments to the ICHIS).
Invoice	has the meaning given to that expression in Section J1.2 (Invoicing of Charges).
Issue	in relation to: (a) a Device Certificate or DCA Certificate, has the meaning given to that expression in Annex A of the Device Certificate Policy; (b) an Organisation Certificate or OCA Certificate, has the meaning given to that expression in Annex A of the Organisation Certificate Policy; (c) an IKI Certificate or ICA Certificate has the meaning given to that expression in the IKI Certificate Policy; ~~(c)~~(d) a DCCKI Certificate or DCCKI CA Certificate has the meaning given to that expression in the DCCKI Certificate Policy.
Issuing DCA	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Issuing DCA Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.

Issuing ICA	has the meaning given to that expression in the IKI Certificate Policy.
Issuing ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.
Issuing OCA	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Issuing OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Key Pair	means a Private Key and its mathematically related Public Key, where the Public Key may be used to Check Cryptographic Protection in relation to a communication that has been Digitally Signed using the Private Key.
Known Remote Party	has the meaning given to that expression in the GB Companion Specification.
Large Supplier Party	means a Supplier Party that is not a Small Supplier Party.
Laws and Directives	means any law (including the common law), statute, statutory instrument, regulation, instruction, direction, rule, condition or requirement (in each case) of any Competent Authority (or of any authorisation, licence, consent, permit or approval of any Competent Authority).
Lead Supplier	means, in respect of any Device or Devices forming, or intended to form, part of one or more Smart Metering Systems: (a) where one of those Smart Metering Systems relates to an MPAN, the Import Supplier

	(whether or not one of those Smart Metering Systems also relates to an MPRN); or (b) where one of those Smart Metering Systems relates to a MPRN but none relate to an MPAN, the Gas Supplier.
Letter of Credit	means an unconditional irrevocable standby letter of credit in substantially the form set out in Schedule 6 from a bank with the Required Bank Rating which letter of credit has not been breached or disclaimed by the provider.
Liability	includes any loss, liability, damages, costs (including legal costs), expenses and claims.
Local Command Services	means the sending of Commands to a User via the DCC User ~~Gateway~~Interface under and in accordance with Section H4 (Processing Services Requests), where the User has opted in the Service Request for the Command to be sent in that way.
~~**MA-S Registry Entry**~~	~~means a publicly registered 36-bit identifier of that name issued by the Institute of Electrical and Electronics Engineers Standards Association.~~
Maintenance	includes repair, replacement, upgrade or modification.
Major Incident	means an Incident that is categorised as a major incident in accordance with the Service Management Standards, as further described in the Incident Management Policy.
Major Security Incident	means, in relation to any System, any event which results, or was capable of resulting, in that System being Compromised to a material extent.

Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on Data, software, files, programs or codes (whether or not its operation is immediate or delayed, and whether it is introduced wilfully, negligently or without knowledge of its existence).
Manufacturer	means, in respect of any Device Model, the person: (a) that manufactures some or all of the Devices of that Device Model; or (b) on whose behalf some or all of those Devices are manufactured for onward sale or other provision.
Manufacturer Release Notes	means, in respect of any hardware version or firmware version in a Device Model, the Manufacturer's notes regarding: (a) for new Device Models: the description of the features provided by that model; and (b) for Device Models that differ from previous Device Models only by virtue of having new versions of hardware and/or firmware: the reasons for the new version(s), a description of any enhancements to the features provided by the new version(s), a description of any fixes to existing features, and a statement on backwards and forwards compatibility of any new firmware version.
MA-S Registry Entry	means a publicly registered 36-bit identifier of that name issued by the Institute of Electrical and Electronics Engineers Standards Association.
Material Risk	means, in respect of any Maintenance of the DCC

	Systems, that such Maintenance poses either: (a) a material risk of disruption to the Services; or (b) a risk of material disruption to the Services.
Message Authentication Code	has the meaning given to that expression in the GB Companion Specification.
Message Mapping Catalogue	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
Meter Asset Manager	has the meaning given to that expression in the SPAA.
Meter Operator	has the meaning given to that expression in the MRA.
Metering Point	has the meaning given to that expression in the MRA.
Minimum Monthly Charge	means, in respect of each Regulatory Year, £25.00, multiplied by the Consumer Prices Index for the October preceding the start of that Regulatory Year, divided by the Consumer Prices Index for October 2014. The relevant amount will be rounded to the nearest pound.
Minimum Service Level	means, in respect of each Performance Measure, the number or percentage intended to represent the minimum level of performance for the activity which is the subject of the Performance Measure, as set out in: (a) Section H13.1 (Code Performance Measures); (b) the Reported List of Service Provider Performance Measures; or (c) Section L8.6 (Code Performance Measures).
Modification Proposal	has the meaning given to that expression in Section D1.2 (Modifications).

Modification Register	has the meaning given to that expression in Section D1.8 (Modification Register).
Modification Report	has the meaning given to that expression in Section D7.1 (Modification Report).
Modification Report Consultation	has the meaning given to that expression in Section D7.8 (Modification Report Consultation).
Monthly Service Metric	has the meaning set out in the DCC User ~~Gateway~~Interface Services Schedule.
Monthly Service Threshold	has the meaning set out in the DCC User ~~Gateway~~Interface Services Schedule.
MPAN	means, in respect of a Smart Metering System (or Electricity Meter), the Supply Number (or each of the Supply Numbers) allocated under the MRA to the Metering Point(s) at which the import or export of electricity is recorded by that Smart Metering System (or Electricity Meter).
MPRN	means, in respect of a Smart Metering System (or Gas Meter), the Supply Meter Point Reference Number allocated by the relevant Gas Network Party to the Supply Meter Point at which the supply of gas is recorded by that Smart Metering System (or Gas Meter).
MRA	means the Master Registration Agreement established pursuant to the Electricity Distribution Licences.
Network Party	means a Party that is either an Electricity Network Party or a Gas Network Party.
Network Time	has the meaning given to that expression in Section

	G2.38(a) (Network Time).
New Party	means a Party that is a Party pursuant to an Accession Agreement.
NGI Change of Credentials Request	means a request to replace the Device Security Credentials on a Device which pertain to the Supplier Party with those of a Non-Gateway Supplier Party.
Non-Critical Service Request	means a Service Request which is not identified as critical in the DCC User ~~Gateway~~Interface Services Schedule (or, in the case of Elective Communication Services, the relevant Bilateral Agreement).
Non-Critical Service Response	means a Service Response in respect of a Non-Critical Service Request.
Non-Default Interest Rate	means, for any day, the base lending rate of the Bank of England at 13.00 hours on that day.
Non-Device Service Request	means a Service Request in respect of a Service identified as a non-device service in the DCC User ~~Gateway~~Interface Services Schedule (or, in the case of Elective Communication Services, the relevant Bilateral Agreement).
Non-Domestic Premises	means premises other than Domestic Premises.
~~**Non-Gateway Interface**~~	~~means the communications interface designed to allow the communications referred to in Section O (Non-Gateway Communications) to be sent between the Non-Gateway Suppliers and the DCC.~~
Non-Gateway (Electricity) Supplier	means a Party that holds an Electricity Supply Licence, but which is not a User for the User Role of 'Import Supplier'.

Non-Gateway (Gas) Supplier	means a Party that holds a Gas Supply Licence, but is not a User for the User Role 'Gas Supplier'.
Non-Gateway Interface	means the communications interface designed to allow the communications referred to in Section O (Non-Gateway Communications) to be sent between the Non-Gateway Suppliers and the DCC.
Non-Gateway Interface Specification	means the document of that name set out in Appendix [TBC], which document is originally to be developed pursuant to Section ~~X8~~X9 (Non-Gateway Interface Specification).
Non-Gateway Supplier	means a Non-Gateway (Electricity) Supplier or a Non-Gateway (Gas) Supplier.
Non-Gateway Supplier Systems	means any Systems (excluding any Devices) which are operated by or on behalf of a Non-Gateway Supplier and used in whole or in part for sending or receiving communications over the Non-Gateway Interface.
Non-Gateway Supplier Threshold Volume	means, in respect of each Non-Gateway Supplier, the maximum number of communications to be sent by that supplier over the Non-Gateway Interface during a pre-determined period of time, as notified by that supplier to the DCC from time to time.
~~**Non-Gateway Supplier Systems**~~	~~means any Systems (excluding any Devices) which are operated by or on behalf of a Non-Gateway Supplier and used in whole or in part for sending or receiving communications over the Non-Gateway Interface.~~
Notification	means, in respect of a Modification Proposal, notification of that modification to the EU Commission pursuant to EU Directive 98/34/EC.

NSA Suite B Cryptographic Algorithm	means a cryptographic algorithm that meets the standards required by the US National Security Agency's suite B cryptography standards (www.nsa.gov/ia/programs/suiteb_cryptography/).
OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
On-Demand Services	has the meaning given to that expression in Section H3.~~17~~11 (Categories of Services).
Organisation ~~Certificate~~Authority Revocation List (or Organisation ARL)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix B.
Organisation Certificate Revocation List (or **Organisation CRL**)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certification Authority (or **OCA**)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certification Practice Statement (or **Organisation CPS**)	has the meaning given to that expression in Section L9.14 (the Organisation Certification Practice Statement).
Original Party	means a Party that is a Party pursuant to the Framework Agreement.
Other Enabling Services	means the Services other than the Enrolment Services,

	the Communications Hub Services and the Communication Services.
Other SEC Party	means a Party that is not the DCC, is not a Network Party, and is not a Supplier Party.
Other User	means, for a Smart Metering System or a Device and any period of or point in time, a User that is not a Responsible Supplier or the Electricity Distributor or the Gas Transporter or the Registered Supplier Agent during that period of or at that point in time.
Panel	means the body established as such in accordance with Section C2.1 (Establishment of the Panel).
Panel Chair	has the meaning given to that expression in Section C3.1 (Composition of the Panel).
Panel Member	has the meaning given to that expression in Section C3.1 (Composition of the Panel).
Panel Objectives	has the meaning given to that expression in Section C2.2 (Panel Objectives).
Panel Release Management Policy	has the meaning given to that expression in Section D10.7 (Release Management).
Parent Company Guarantee	means a guarantee in such form as the DCC may reasonably approve from an Affiliate of the User in question which guarantee has not been breached or disclaimed by the guarantor and has at least one month left until it expires. Where the guarantor is incorporated outside of the United Kingdom, the guarantee will only be validly given where supported by a legal opinion regarding capacity and enforceability in a form reasonably satisfactory to the

	DCC.
Parse and Correlate Software	has the meaning given to that expression in Section H11.1 (Provision of Parse and Correlate Software).
Party	means, from time to time, a person that has agreed to be bound by this Code (either pursuant to the Framework Agreement or an Accession Agreement), and (without prejudice to Section M8.14 (Consequences of Ceasing to be a Party)) that has not at that time ceased to be so bound in accordance with Section M8 (but excluding SECCo).
Party Category	means, as the context requires, one of the following categories: (a) the Large Supplier Parties collectively; (b) the Small Supplier Parties collectively; (c) the Electricity Network Parties collectively; (d) the Gas Network Parties collectively; and (e) the Other SEC Parties collectively.
Party Data	has the meaning given to that expression in Section M5.10 (Party Data).
Party Details	means, in respect of each Party, the information relating to that Party and corresponding to the heads of information set out in the Application Form from time to time.
Party ~~ID~~Signifier	means an identification number allocated to a Party by the Code Administrator pursuant to Section B1.17 (Party ~~IDs~~Signifiers), which uniquely identifies that Party under the Code.

Path 1 Modification	has the meaning given to that expression in Section D2.4 (Path 1 Modification: Authority-led).
Path 2 Modification	has the meaning given to that expression in Section D2.6 (Path 2 Modification: Authority Determination).
Path 3 Modification	has the meaning given to that expression in Section D2.7 (Path 3 Modification: Self-Governance).
Performance Measurement Methodology	means a documented methodology for establishing the performance against each Performance Measure, which may include sampling and/or test communications.
Performance Measurement Period	means, in respect of each Performance Measure, the applicable period over which the Service Level for that Performance Measure is to be measured, as set out in: (a) Section H13.1 (Code Performance Measures); (b) the Reported List of Service Provider Performance Measures; or (c) Section L8.6 (Code Performance Measures).
Performance Measures	means the Code Performance Measures and such Service Provider Performance Measures as are specified in the Reported List of Service Provider Performance Measures.
Permitted Communication Service	means, in respect of a User and a Smart Metering System (or a Device forming, or to form, part of that Smart Metering System): (a) a service that results in the sending of a Command to a Device (other than the Communications Hub Function) for which the User is the Responsible Supplier (except where,

were the Command to be sent as a Core Communication Service, it would be a Critical Command requiring another User's Digital Signature);

(b) a service that only results in the sending of a Command to a Device which is the same as a Command which results from a Service listed in the DCC User ~~Gateway~~Interface Services Schedule for which that User is an Eligible User; or

(c) a service which the Panel has (on the application of the User) approved as a permitted communication service.

Personal Data means personal data, as defined in the Data Protection Act.

Planned Maintenance means, in respect of a month, Maintenance of the DCC Systems planned prior to the start of that month and which will disrupt, or poses a Material Risk of disruption to, provision of the Services (and, where it will disrupt, or poses a Material Risk of disruption to, the provision of the Services in relation to Devices associated with Communications Hubs, at least 100,000 Communications Hubs are affected).

Pre-Command means a Command to which all of the necessary Digital Signatures and Message Authentication Codes have not yet been applied.

Preliminary Assessment has the meaning given to that expression in Section H7.4 (Preliminary Assessment of Elective Communication Services).

Pre-Payment Interface	means, in respect of a premises, a device installed for the purposes of the Supply of Energy to the premises that, on the date on which it is installed, as a minimum: (a) consists of the apparatus identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, [Section [TBC] of the Smart Metering Equipment Technical Specification] that is applicable at that date and was published on or after [SMETS2 date] (or, in the context of a device that has not yet been installed, means a device that is intended to meet the foregoing requirements once it has been installed).
Privacy Assessment	means a Full Privacy Assessment, Random Sample Privacy Assessment or User Privacy Self-Assessment.
Privacy Assessment Report	has the meaning given to that expression in Section I2.17 (The Privacy Assessment Report).
Privacy Assessment Response	has the meaning given to that expression in Section I2.19 (The Privacy Assessment Response).
Privacy Controls Framework	means the document of that name developed and maintained by the Panel in accordance with Section I2.13 (The Privacy Controls Framework).
Private Key	means the private part of an asymmetric Key Pair used for the purposes of public key encryption techniques
Privileged Person	means a member of DCC Personnel who is authorised to carry out activities which involve access to resources, or Data held, on the DCC Total System and which are capable of being a means by which the DCC

	Total System, any User Systems, any RDP Systems or any Device are Compromised to a material extent.
Problem	means the underlying cause of one or more Incidents, as further described in the Incident Management Policy.
Process	means, in respect of any Personal Data, to 'process' that Personal Data, as defined in the Data Protection Act (and "**Processing**" shall be interpreted accordingly).
Product Recall or Technology Refresh	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
Projected Operational Service Levels	[TBC] [*For a discussion of this term, please refer to the SEC3 Consultation Document.*]
Proposer	has the meaning given to that expression in Section D1.3 (Persons Entitled to Propose Modification Proposals).
Prototype Communications Hub	means a device that as closely achieves compliance with the CHTS as is reasonably practicable from time to time, which is provided (or to be provided) for the purpose of testing as described in Section F10 (Test Communications Hubs).
Random Sample Privacy Assessment	has the meaning given to that expression in Section I2.11 (Categories of Assessment).
RDP ID	means, in respect of an RDP acting in its capacity as such (including a Network Party where it is deemed to have nominated itself for that role), one of the unique identification numbers accepted by the DCC in respect of that RDP under Section E2.16 (Security Obligations

	and RDP IDs).
~~**RDP Interface Connection**~~	~~means, for each Registration Data Provider, the physical infrastructure by which a connection is (or is to be) made between the premises of that Registration Data Provider and the DCC Systems for the purpose of exchanging information under Section E2 (Provision of Data).~~
~~**RDP Interface Equipment**~~	~~means, for each Registration Data Provider and any RDP Interface Connection provided to that Registration Data Provider, that part of the RDP Interface Connection that is (or is to be) located within that Party's premises.~~
RDP Signifier	means an identification number allocated to an RDP by the Code Administrator pursuant to Section B1.19 (RDP Signifiers), which uniquely identifies that RDP under the Code.
RDP Systems	means any Systems: (a) which are operated by or on behalf of an Electricity Distributor or Gas Transporter responsible for providing (or procuring the provision of) Registration Data in respect of a particular MPAN or MPRN; and (b) which are used ~~wholly~~ in whole or ~~partly~~ in part for: (i) the collection, storage, Back-Up, processing or communication of that Registration Data prior to, or for the purposes of, its provision to the DCC over the Registration Data Interface; (ii) generating Data for communication to

	the OCA, DCA or ICA, or receiving Data from the OCA, DCA or ICA (including any Systems which store or use Secret Key Material for such purposes); and/or (iii) generating Data for the purposes of lodging in the SMKI Repository, or retrieving Data from the SMKI Repository, and any other Systems from which the Systems described in paragraphs (a) and (b) are not Separated.
Recoverable Costs	has the meaning given to that expression in Section C8.2 (SEC Costs and Expenses).
Recovery Certificate	has the meaning given to that expression in Section L10.83(b)(ii) (Recovery Procedure: Definitions).
Recovery Key Pair	has the meaning given to that expression in Section L10.86(b)(ii) (Recovery Procedure: Definitions).
Recovery Private Key	has the meaning given to that expression in Section L10.6(b)(i) (Recovery Procedure: Definitions).
Recovery Procedure	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
Refinement Process	has the meaning given to that expression in Section D6 (Refinement Process).
Region	means each of the geographical regions of Great Britain that are subject to different DCC Service Provider Contracts, the exact boundaries of which will be as published by the DCC (or the Panel on behalf of the DCC) from time to time.

Registered	means Registered, as defined in the MRA or the SPAA, as applicable (and "**Registration**" shall be interpreted accordingly).
Registered Supplier Agent	means, for a Smart Metering System or a Device and any period of or point in time, the User that is: (a) in the case of electricity, appointed as the Meter Operator in respect of the MPAN relating to that Smart Metering System or Device; or (b) in the case of gas, appointed as the Meter Asset Manager in respect of the MPRN relating to that Smart Metering System or Device, (in either case) during that period of or at that point in time.
Registration Authority	means the DCC, acting in its capacity as such for the purposes of (and in accordance with the meaning given to that expression in ~~Annex A) of either or both~~ any of the Certificate Policies.
~~**Registration Authority Policies and Procedures** (or **RAPP**)~~	~~means the SEC Subsidiary Document of that name set out in Appendix D, which is originally to be developed pursuant to Sections L9.5 to L9.6 (the Registration Authority Policies and Procedures: Document Development).~~
Registration Data	has the meaning given to that expression in Section E1 (Reliance on Registration Data).
Registration Data Incident Management Policy	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).
Registration Data Interface	means the communications interface designed to allow the communications referred to in Section E

	(Registration Data) to be sent between the DCC and the Registration Data Providers.
Registration Data Interface Code of Connection	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).
Registration Data Interface Documents	means the Registration Data Interface Code of Connection and Registration Data Interface Specification.
Registration Data Interface Specification	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).
Registration Data Provider (or RDP)	means, in respect of each Network Party, the person nominated as such in writing to the DCC from time to time by that Network Party, on the basis that more than one Party may specify the same Registration Data Provider, and that the Network Party shall be deemed to have so nominated itself in the absence of any other nomination.
Regulatory Year	means a period of twelve months beginning at the start of 1 April in any calendar year and ending at the end of 31 March in the next following calendar year.
Related Person	means, in relation to an individual, that individual's spouse, civil partner, parent, grandparent, sibling, child, grandchild or other immediate family member; any partner with whom that individual is in partnership; that individual's employer; any Affiliate of such employer; any person by whom that individual was employed in the previous 12 months; and any company (or Affiliate of a company) in respect of which that individual (individually or collectively with

	any member of his immediate family) controls more than 20% of the voting rights.
Release Management	means the process adopted for planning, scheduling and controlling the build, test and deployment of releases of IT updates, procedures and processes.
Relevant Instruments	means: (a) the Electricity Act and the Gas Act; (b) the Data Protection Act; (c) the Energy Licences; and (d) the Energy Codes.
Relevant Private Key	has the meaning given to that expression in Section L10.8~~6~~(a) (Recovery Procedure: Definitions).
Relying Party	means a person who, pursuant to the Code, receives and relies upon a Certificate.
Relying Party ~~Agreement~~Obligations	means the provisions in respect of Relying Parties set out at Section ~~[TBC]~~ L12 of the Code (the Relying Party ~~Agreement~~ Obligations).
Remote Party Role ~~Code~~	has the meaning given to that expression, and comprises the values allowed for the ASN.1 type RemotePartyRole identified, in the GB Companion Specification.
Report Phase	has the meaning given to that expression in Section D7.1 (Modification Report).
Reported List of Service Provider Performance Measures	means the document which: (a) is published by the Secretary of State, bears the title 'Reported List of Service Provider Measures' and identifies itself as being produced

for the purposes of Section H13 (Performance Standards and Reporting); and

(b) specifies a number of Service Provider Performance Measures together (in each case) with the applicable Service Level Requirement, Target Service Level, Minimum Service Level and Performance Measurement Period,

as it may be modified from time to time in accordance with Section H13.2 (Service Provider Performance Measures).

Required Bank Rating means that a person has one or more long-term Recognised Credit Ratings of at least (based, where the person has more than one such rating, on the lower of the ratings):

(a) "A-" by Standard & Poor's Financial Services LLC;

(b) "A3" by Moody's Investors Services Inc; and/or

(c) "A-" by Fitch Ratings Limited; and/or

(d) "A(low)" by DBRS Ratings Limited.

Responsible Supplier means, in respect of a Smart Metering System (or any Device forming, or intended to form, part of a Smart Metering System) which relates to:

(a) an Import MPAN, the Import Supplier for that Smart Metering System;

(b) an Export MPAN, the Export Supplier for that Smart Metering System; and/or

(c) an MPRN, the Gas Supplier for that Smart Metering System.

Restricted Communication means, in respect of any User requesting an Elective

Service	Communication Service, a service which is not a Permitted Communication Service.
Risk Treatment Plan	has the meaning given to that expression in Section G7.14(e) (Duties and Powers of the Security Sub-Committee).
Root DCA	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Root DCA Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Root ICA	has the meaning given to that expression in the IKI Certificate Policy.
Root ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.
Root OCA	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Root OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Scheduled Election	has the meaning given to that expression in Section C4.2 (Election of the Elected Members).
Scheduled Services	has the meaning given to that expression in Section H3.~~17~~11 (Categories of Services).
SEC Arrangements	has the meaning given to that expression in the DCC Licence.
SEC Materials	has the meaning given to that expression in Section M5.1 (SEC Materials).
SEC Objectives	means, in respect of the Charging Methodology only,

	the Charging Objectives and, in all other cases, the General SEC Objectives.
SEC Subsidiary Documents	means each of the documents set out as such in the appendices to this Code. ~~Each SEC Subsidiary Document will identify the Section(s) of this Code to which the SEC Subsidiary Document relates, and references to the "applicable SEC Subsidiary Document" shall be construed accordingly.~~
SECCo	has the meaning given to that expression in Schedule 4.
Secret Key Material	means any Private Key, Shared Secret, Symmetric Key or other functionally equivalent cryptographic material (and any associated input parameter) that is generated and maintained by a Party or RDP for the purposes of complying with its obligations under, or in relation to, this Code, but excluding: (a) any such material (and associated input parameters) to the extent that it is maintained on Devices; (b) any Digital Signature; and (c) any output of a Cryptographic Hash Function operating on an input communication.
Secretariat	has the meaning given to that expression in Section C7.6 (Secretariat).
Secretary of State	has the meaning given to that expression in the Interpretation Act 1978.
Security Check	means the vetting of personnel, carried out to a level that is identified by that name, under and in accordance with the HMG National Security Vetting

	Procedures.
Security Controls Framework	has the meaning given to that expression in Section G7.14(a) (Duties and Powers of the Security Sub-Committee).
Security Obligations and Assurance Arrangements	means: (a) in the case of the DCC Total System, those requirements set out in Sections G2, G4 to G7 and G9; (b) in the case of User Systems, those requirements set out in Sections G3 to G8; (c) in the case of Smart Metering Systems, those requirements set out in [Device Specifications to which relevant references will be provided once they are incorporated into the Code]; and (d) in the case of RDP Systems, those requirements set out in Section E2.14 (Security Obligations).
Security Requirements	means a document that: (a) identifies the security controls that are considered appropriate to mitigate the security risks relating to the End-to-End Smart Metering System; and (b) indicates those provisions having effect (or being proposed to have effect) in or under the Security Obligations and Assurance Arrangements or any Energy Licences which require that such security controls are established and maintained.
Security Risk Assessment	means a document that identifies, analyses and evaluates the security risks which relate to the End-to-

	End Smart Metering System.
Security Sub-Committee	means the Sub-Committee established pursuant to Section G7 (Security Sub-Committee).
~~**Security Sub-Committee Chair**~~	~~has the meaning given to that expression in Section G7.5 (Membership of the Security Sub-Committee).~~
~~**Security Sub-Committee Member**~~	~~has the meaning given to that expression in Section G7.3 (Membership of the Security Sub-Committee).~~
Security Sub-Committee (Network) Members	has the meaning given to that expression in Section G7.8 (Membership of the Security Sub-Committee).
Security Sub-Committee (Other User) Member	has the meaning given to that expression in Section G7.10 (Membership of the Security Sub-Committee)
Security Sub-Committee (Supplier) Members	has the meaning given to that expression in Section G7.6 (Membership of the Security Sub-Committee).
~~**Self-Service Code of Connection**~~**Security Sub-Committee Chair**	~~means the SEC Subsidiary Document of that name set out in Appendix [TBC].~~has the meaning given to that expression in Section G7.5 (Membership of the Security Sub-Committee).
Security Sub-Committee Member	has the meaning given to that expression in Section G7.3 (Membership of the Security Sub-Committee).
Self-Service Interface	has the meaning given to that expression in Section H8.15 (Self-Service Interface).
Self-Service Interface Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
Self-Service Interface Design Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
Separate	means, in relation to any System, software or

	firmware, to establish controls which are appropriately designed to ensure that no communication may take place between it and any other System, software or firmware (as the case may be) except to the extent that such communication is for a necessary purpose having regard to the intended operation of the System, software or firmware (and "**Separated**" and "**Separation**" are to be interpreted accordingly).
Sequenced Services	has the meaning given to that expression in Section H3.~~19~~13 (Sequenced Services).
Service Desk	has the meaning given to that expression in Section H8.19 (Service Desk).
Service Level	means, in respect of each Performance Measure and each Performance Measurement Period: (a) where that Performance Measure relates to an activity that is performed on a number of separate occasions: (i) the number of occasions during the Performance Measurement Period on which that activity was performed in accordance with the relevant Service Level Requirement, expressed as a percentage of, or a number in relation to: (ii) the total number of occasions during the Performance Measurement Period on which that activity was performed; (b) where that Performance Measure relates to an activity that is performed over a period of time: (i) the period of time during the

Performance Measurement Period on which that activity was performed,

expressed as a percentage of:

(ii) the period of time during the Performance Measurement Period on which that activity would have been performed if it had been performed in accordance with the relevant Service Level Requirement,

provided that in each case the DCC may establish the Service Level for a Performance Measure in accordance with the Performance Measurement Methodology.

Service Level Requirements means:

(a) in respect of each Code Performance Measure, the Target Response Time, Target Resolution Time or Target Availability Time (applicable in accordance with the table at Section H13.1 (Code Performance Measures) or at Section L8.6 (Code Performance Measures)); or

(b) in respect of each Service Provider Performance Measure, the standard to which the relevant DCC Service Provider is obliged by its DCC Service Provider Contract to perform the activity that is the subject of the Service Provider Performance Measure.

Service Management Standards means the Information Technology Infrastructure Library (ITIL®) standards for IT services management, as issued and updated by the Cabinet Office from time to time.

Service Provider Performance Measures	means the performance measures (however described and from time to time) for each DCC Service Provider under each DCC Service Provider Contract.
Service Request	means a request for one of the Services listed in the DCC User ~~Gateway~~Interface Services Schedule (or, in the case of Elective Communication Services, provided for in the relevant Bilateral Agreement).
Service Response	means, in respect of a Service Request sent by a User, one or more communications in response to that Service Request, either (as the context requires) from a Device to the DCC, or from the DCC to the User.
Services	means the services provided, or to be provided, by the DCC pursuant to Sections F5 (Communications Hub Forecasts and Orders) to F10 (Test Communications Hubs), Section H (DCC Services), Section L (Smart Metering Key Infrastructure and DCC Key Infrastructure), or Section O (Non-Gateway Communications), including pursuant to Bilateral Agreements.
Services FM	means, in respect of any Services, the occurrence of any of the following: (a) war, civil war, riot, civil commotion or armed conflict; (b) terrorism (being the use or threat of action designed to influence the government or intimidate the public or for the purpose of advancing a political, religious or ideological cause and which involves serious violence against a person or serious damage to property, endangers a person's life, creates a serious risk

	to the public or is designed to seriously interfere with or disrupt an electronic system); (c) nuclear, chemical or biological contamination; (d) earthquakes, fire, storm damage or severe flooding (if in each case it affects a significant geographical area); and/or (e) any blockade or embargo (if in each case it affects a significant geographical area).
Services IPR	has the meaning given to that expression in Section M5.14 (Services IPR).
Shared Resources	in relation to any User Systems, has the meaning given to that expression in Section G5.25 (Shared Resources).
Shared Secret	means a parameter that is (or may be) derived from a Private Key and a Public Key which are not from the same Key Pair in accordance with the GB Companion Specification.
~~**Shared Resources**~~	~~in relation to any User Systems, has the meaning given to that expression in Section G5.25 (Shared Resources).~~
Signed Pre-Command	means a Pre-Command that has been Digitally Signed by a User (or, in relation to 'CoS Update Security Credentials' Service Requests, the CoS Party).
Significant Code Review	means a review of one or more matters by the Authority which the Authority considers is: (a) related to this Code (whether on its own or together with other Energy Codes); and (b) likely to be of significance in relation to the

Authority's principal objective and/or general duties (as set out in section 3A of the Electricity Act and section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law,

and concerning which the Authority has issued a notice that the review will constitute a significant code review.

Significant Code Review Phase means, in respect of each Significant Code Review, the period from the date on which the Authority issues the notice stating that the matter is to constitute a Significant Code Review, and ending on the earlier of:

(a) the date on which the DCC submits a Modification Proposal in respect of any variations arising out of a Significant Code Review that the DCC is directed to submit by the Authority;

(b) the date on which the Authority issues a conclusion that no modification is required to this Code as a result of the Significant Code Review; or

(c) the date 28 days after the date on which the Authority issues its conclusion document in respect of the Significant Code Review.

SIT Approach Document has the meaning given to that expression in Section T2.5 (SIT Approach Document).

SIT Objective has the meaning given to that expression in Section T2.2 (SIT Objective).

SM WAN means the means by which the DCC sends, receives and conveys communications to and from

	Communications Hub Functions.
Small Supplier Party	means a Supplier Party which, at the time at which it is necessary to assess the status of the Party, supplies electricity and/or gas to fewer than 250,000 (two hundred and fifty thousand) Domestic Premises.
Smart Meter	means either an Electricity Smart Meter or a Gas Smart Meter (as the context requires).
Smart Metering Equipment Technical Specification	means the document of that name designated for the purposes of the Energy Supply Licences, which it is intended will be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).
Smart Metering Inventory	means an electronic database of Devices which records (as a minimum) the following information in respect of each Device: (a) its Device Type; (b) its Device ID; (c) its Device Model (provided that no firmware version is needed for Type 2 Devices); (d) for Devices other than Type 2 Devices, its SMI Status, and the date from which that status has applied; (e) for Devices other than Type 2 Devices, its SMI Status history; (f) where it is a Smart Meter which has been installed, its MPAN or MPRN and the Communications Hub Function with which that Smart Meter is associated; and (g) where it is a Device (other than a Smart Meter or

a Communications Hub Function), the Smart Meter with which that Device is associated.

Smart Metering System means either:

(a) an Electricity Smart Meter together with the Communications Hub Function with which it is Associated; or

(b) a Gas Smart Meter together with the Communications Hub Function with which it is Associated and an Associated Gas Proxy Function,

together (in each case) with the Type 1 Devices that may from time to time be Associated with that Smart Meter.

SMETS means the Smart Metering Equipment Technical Specification.

SMI Status means the status indicator of each Device recorded within the Smart Metering Inventory, which indicator may (as a minimum) be set to any one of the following:

(a) 'pending', indicating that the Device has not yet been Commissioned;

(b) 'installed not commissioned', indicating that the Device is ready to be Commissioned, but has not yet been Commissioned;

(c) 'commissioned', indicating that the Device has been Commissioned;

(d) 'decommissioned', indicating that the Device has been Decommissioned;

(e) 'withdrawn', indicating that the Device has been

	Withdrawn; or (f) 'suspended', indicating that the Device has been Suspended.
SMKI and Repository Entry Process Tests	means the tests described in Section H14.22 (SMKI and Repository Entry Process Tests).
SMKI and Repository Test Scenario Document	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which is originally to be developed pursuant to Section T6 (Development of Enduring Testing Documents).
SMKI and Repository Testing	means the testing described in Section T5 (SMKI and Repository Testing).
SMKI Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which: (a) has the purpose described in Section L4.5 (SMKI Code of Connection); and (b) is originally to be developed pursuant to Sections L4.6 to L4.7 (SMKI Interface Document Development).
SMKI Compliance Policy	means the SEC Subsidiary Document of that name set out in Appendix C.
SMKI Document Set	has the meaning given to that expression in Section L9.3 (the SMKI Document Set).
SMKI Independent Assurance Scheme	has the meaning given to that expression in Part 2.1 of the SMKI Compliance Policy (DCC: Duty to Submit to an SMKI Independent Assurance Scheme).
SMKI Interface Design Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which:

	(a) has the purpose described in Section L4.4 (SMKI Interface Design Specification); and (b) is originally to be developed pursuant to Sections L4.6 to L4.7 (SMKI Interface Document Development).
SMKI Participants	means the DCC (acting in its capacity as the provider of the SMKI Services), all Authorised Subscribers and all Relying Parties.
SMKI PMA	means the Sub-Committee of that name established pursuant to Section L1 (SMKI Policy Management Authority).
~~**SMKI PMA Chair**~~	~~has the meaning given to that expression in Section L1.5 (Membership of the SMKI PMA).~~
~~**SMKI PMA Member**~~	~~has the meaning given to that expression in Section L1.3 (Membership of the SMKI PMA).~~
SMKI PMA (Network) Member	has the meaning given to that expression in Section L1.8 (Membership of the SMKI PMA).
SMKI PMA (Supplier) Members	has the meaning given to that expression in Section L1.6 (Membership of the SMKI PMA).
SMKI PMA Chair	has the meaning given to that expression in Section L1.5 (Membership of the SMKI PMA).
SMKI PMA Member	has the meaning given to that expression in Section L1.3 (Membership of the SMKI PMA).
SMKI Recovery Procedure	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which: (a) has the purpose described in Section L10.1 (The SMKI Recovery Procedure); and

	(b) is originally to be developed pursuant to Sections L10.4 to L10.5 (Recovery Procedure: Document Development).
SMKI Registration Authority Policies and Procedures (or **SMKI RAPP**)	means the SEC Subsidiary Document of that name set out in Appendix D, which is originally to be developed pursuant to Sections L9.5 to L9.6 (the Registration Authority Policies and Procedures: Document Development).
SMKI Repository	has the meaning given to that expression in Section L5.1 (the SMKI Repository).
SMKI Repository Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which: (a) has the purpose described in Section L6.5 (SMKI Repository Code of Connection); and (b) is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).
SMKI Repository Interface	has the meaning given to that expression in Section L6.3 (the SMKI Repository Interface).
SMKI Repository Interface Design Specification	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which: (a) has the purpose described in Section L6.4 (SMKI Repository Interface Design Specification); and (b) is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).
SMKI Repository Service	has the meaning given to that expression in Section

	L5.2 (the SMKI Repository Service).
SMKI SEC Documents	has the meaning given to that expression in Section L9.4 (the SMKI SEC Documents).
SMKI Service Interface	has the meaning given to that expression in Section L4.3 (the SMKI Service Interface).
SMKI Services	has the meaning given to that expression in Section L3.1 (the SMKI Services).
SMKI Specialist	means an individual (rather than a body corporate, association or partnership) to be appointed and remunerated under a contract with SECCo, who: (a) has experience and expertise in public key infrastructure arrangements; (b) is sufficiently independent of any particular Party or RDP, or class of Parties or RDPs, and of the Independent SMKI Assurance Service Provider; and (c) is chosen by the SMKI PMA Chair from time to time.
SOC2	means the Service Organisation Control 2 standard, as defined by the American Institute of Certified Public Accountants.
Solution Architecture Information	means a description of the overall technical architecture of the DCC Systems (or any part thereof) in more detail than the Technical Architecture Document so as to describe the individual components of the DCC Systems (including hardware and software) and how they interface with the User Systems.

SPAA	means the Supply Point Administration Agreement established pursuant to the Gas Supply Licences.
Special Second-Fuel Installation	means, in the case of a premises for which there is both an Electricity Smart Meter and a Gas Smart Meter, where on the installation of the second of those two meters to be installed it was necessary to replace the Communications Hub relating to the first of those two meters to be installed because that Communications Hub was not able to serve the second of those two meters to be installed (with the consequence that the Communications Hub that is replaced is removed from the premises and returned to the DCC).
Special WAN-Variant Installation	means that the DCC requests (in accordance with the Incident Management Policy) that a Supplier Party replaces an installed Communications Hub with a Communications Hub of a different WAN Variant to the installed Communications Hub, with the consequence that the Communications Hub that is replaced is removed from the premises and returned to the DCC.
Specimen Accession Agreement	means the specimen form of agreement set out in Schedule 2.
Specimen Bilateral Agreement	means the specimen form of agreement set out in Schedule 3.
Specimen Enabling Services Agreement	means the form of specimen agreement set out in Schedule 7 (Specimen Enabling Services Agreement).
SRT Approach Document	has the meaning given to that expression in Section T5.5 (SRT Approach Document).

SRT Objective	has the meaning given to that expression in Section T5.2 (SRT Objective).
Stage 1 Assurance Report	has the meaning given to that expression in Part 4.4 of the SMKI Compliance Policy (Nature of the Initial Assessment).
Stage 2 Assurance Report	has the meaning given to that expression in Part 4.6 of the SMKI Compliance Policy (Nature of the Initial Assessment).
Statement of Service Exemptions	means a statement of that name developed by the DCC in accordance with Condition 17 of the DCC Licence.
Sub-Committee	has the meaning given to that expression in Section C6 (Sub-Committees).
Subject	in relation to a Certificate, has the meaning given to that expression in ~~Annex A of~~ the relevant Certificate Policy.
Subscriber	means, in relation to any Certificate, a Party or RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.
~~Agreement~~Obligations	means the provisions in respect of Subscribers set out at Section ~~[TBC]~~ L11 of the Code (the Subscriber Agreement Obligations).
Successor Licensee	has the meaning given to that expression in Section M9.2 (Application and Interpretation of Section M9).
Supplier Party	means a Party that is an Electricity Supplier Party and/or a Gas Supplier Party.
Supply Meter Point	has the meaning given to that expression in the UNC.

Supply Meter Point Reference Number	has the meaning given to that expression in the UNC.
Supply Number	has the meaning given to that expression in the MRA.
Supply of Energy	means either or both of the supply of gas pursuant to the Gas Act and the supply of electricity pursuant to the Electricity Act (in each case within the meaning that is given to the expression "supply" in the respective Act).
Supply Sensitive Check	means a check carried out by a User in relation to a Supply Sensitive Service Request in order to confirm the intention of the User that the associated Command should be executed on the relevant Device, having regard to the reasonably foreseeable effect that the Command could have on the quantity of gas or electricity that is supplied to a consumer at premises.
Supply Sensitive Service Request	means any Service Request in respect of which it is reasonably foreseeable that the associated Command, if it were to be executed on the relevant Device, could affect (either directly or indirectly) the quantity of gas or electricity that is supplied to a consumer at premises.
Suspended	means, in respect of a Device, that the Device has been suspended (or deemed suspended) in accordance with Section H6 (Decommissioning, Withdrawal and Suspension of Devices); and the word "**Suspension**" shall be interpreted accordingly.
Symmetric Key	means any key derived from a Shared Secret in accordance with the GB Companion Specification
System	means a system for generating, sending, receiving,

	storing (including for the purposes of Back-Up), manipulating or otherwise processing electronic communications, including all hardware, software, firmware and Data associated therewith.
System Development Lifecycle	means, in relation to any System, the whole of the life of that System from its initial concept to ultimate disposal, including the stages of development, design, build, testing, configuration, implementation, operation, maintenance, modification and decommissioning.
Systems Integration Testing	means the testing described in Section T2 (Systems Integration Testing).
Target Availability Period	means, in relation to the Self-Service Interface, a period of time in respect of each month, expressed in minutes and calculated as: (a) the total number of minutes in that month, minus (b) the number of minutes during which the relevant DCC Service Provider has, acting in compliance with Sections H8.2 and H8.3 (Maintenance of the DCC Systems), arranged for the Self-Service Interface to be unavailable during that month for the purposes of Planned Maintenance.
Target Resolution Time	has the meaning given to that expression in Section H9.1 (Incident Management Policy).
Target Response Time	has the meaning given to that expression in Section H3.~~20~~14 (Target Response Times) or L8 (SMKI Performance Standards and Demand Management).
Target Service Level	means, in respect of each Performance Measure, the

	number or percentage intended to represent a reasonable level of performance for the activity which is the subject of the Performance Measure, as set out in: (a) Section H13.1 (Code Performance Measures); (b) the Reported List of Service Provider Performance Measures; or (c) Section L8.6 (Code Performance Measures).
TCH Participant	has the meaning given to that expression in Section F10.5 (Provision of Test Communications Hubs).
Technical Architecture Document	means a document setting out a representation of the End-to-End Technical Architecture.
Technical Specifications	means the SMETS, the CHTS, the DCC ~~User~~ Gateway Connection Code of Connection, the DCC User ~~Gateway~~ Interface Code of Connection, the DCC User Interface Specification, the Self-Service Interface Design Specification, the Self-Service Interface Code of Connection, the ~~Electricity~~ Registration Data Interface Documents, ~~the Gas Registration Data Interface Documents,~~ the Error Handling Strategy, the ~~User~~Message Mapping Catalogue, the Incident Management Policy, the Registration Data Incident Management Policy, the DCC Release Management Policy, the Panel Release Management Policy, the SMKI Interface Design Specification, the SMKI Code of Connection, the SMKI Repository Interface Design Specification and the SMKI Repository Code of Connection.
Technical Sub-Committee	means the Sub-Committee established pursuant to Section F1 (Technical Sub-Committee).

Test Certificate	means a certificate that simulates the function of a Certificate for the purpose of testing pursuant to this Code.
Test Communications Hub	means: (a) until such date as the DCC may determine (or such earlier date as the Secretary of State may designate for the purposes of this definition), a Prototype Communications Hub; and (b) after such date, a Communications Hub provided (or to be provided) for the purpose of testing as described in Section F10 (Test Communications Hubs).
Test Repository	means a repository that simulates the function of the SMKI Repository for the purpose of testing pursuant to this Code.
Test Stubs	means Systems and actions which simulate the behaviour of Devices and User Systems.
Testing Issue	means, in respect of any tests: (a) anything that is preventing the execution of the tests; or (b) once commenced or executed, the test has an unexpected or unexplained outcome or response.
Testing Objectives	means one or more of the SIT Objective and the Interface Testing Objective.
Testing Participant	means, in respect of each Testing Service, the persons (whether or not they are Parties) who are entitled to undertake such tests, as described in Section H14 (Testing Services), together with any other persons

	identified as such in Section T (Testing During Transition).
Testing Service	has the meaning given to that expression in Section H14.1 (General Testing Requirements).
Threshold Anomaly Detection	means: (a) in respect of any User, a process for detecting whether the total number of communications (in general or of a particular type) sent, received or processed by the DCC in relation to that User exceeds the Relevant Anomaly Detection Threshold; and (b) in respect of the DCC, a process for detecting whether: (i) the total number of communications of a particular type sent, received or processed by the DCC in relation to all Users and the CoS Party exceeds the Relevant Anomaly Detection Threshold; and (ii) a data value within a communication of a particular type sent, received or processed by the DCC in relation to a User exceeds or is less than the Relevant Anomaly Detection Threshold.
Threshold Anomaly Detection Procedures	means the SEC Subsidiary Document of that name set out in Appendix [TBC], which: (a) has the purpose described in Section G6.1 (Threshold Anomaly Detection Procedures); and (b) is originally to be developed pursuant to Section ~~X9~~X10 (Threshold Anomaly Detection

Procedures).

Transform	means, in respect of a Service Request in relation to a Device, the conversion of that Service Request into one or more Pre-Commands or Commands (as required by the GB Companion Specification in respect of a Service Request of that type and the Device Type of that Device); and "**Transformed**" shall be interpreted accordingly.
Transition Objective	has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).
Type 1 Device	means a Device that is capable of operating as a 'Type 1 Device' (as defined in the SMETS).
Type 2 Device	means a Device that is not capable of operating as a 'Type 1 Device' (as defined in the SMETS).
UKAS	means the United Kingdom Accreditation Service
UNC	means the Uniform Network Code established pursuant to the Gas Transporter Licences.
Unknown Remote Party	has the meaning given to that expression in the GB Companion Specification.
Unplanned Maintenance	means, in respect of a month, Maintenance of the DCC Systems that was not planned prior to the start of that month and which disrupts, will disrupt, or poses a Material Risk of disruption to, provision of the Services (and, where it disrupts, will disrupt, or poses a Material Risk of disruption to, the provision of the Services in relation to Devices associated with Communications Hubs, at least 100,000 Communications Hubs are affected).

UPRN	means the unique property reference number (if any) recorded in respect of a premises so as to link the MPAN(s) and MPRN for that premises.
Urgent Proposal	has the meaning given to that expression in Section D4.6 (Urgent Proposals).
User	means a Party that has completed the User Entry Process (and, in respect of Services available in accordance with this Code to Users acting only in one or more User Roles, a Party that has completed the User Entry Process for that User Role).
User Entry Process	means the process described in Section H1 (User Entry Process).
User Entry Process Tests	means the tests described in Section H14.13 (User Entry Process Tests).
User ID	means, in respect of a User and a User Role, one of the unique identification numbers accepted by the DCC in respect of that User and that User Role under Section H1.6 (User Roles and User IDs).
User Independent Security Assurance Service Provider	has the meaning given to that expression in Section G8.1 (Procurement of the Independent Security Assurance Service Provider).
User Personnel	means those persons who are engaged by a User, in so far as such persons carry out, or are authorised to carry out, any activity in relation to the business of the User in the exercise of rights and compliance with obligations under this Code.
User Privacy Self-Assessment	has the meaning given to that expression in Section I2.12 (Categories of Assessment).

User Privacy Self-Assessment Report	has the meaning given to that expression in Section I2.24 (The User Privacy Self-Assessment Report).
User Role	means, in respect of the Service set out in the DCC User ~~Gateway~~Interface Services Schedule and Elective Communication Services, one of the categories of User that is capable of being an Eligible User in respect of those Services (determined without reference to a particular Smart Metering System), and which comprise the following categories (construed without reference to a particular Smart Metering System): Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Registered Supplier Agent and Other User.
User Security Assessment	means either a Full User Security Assessment or a Verification User Security Assessment.
User Security Assessment Methodology	means a methodology to be applied (as the case may be): (a) by the User Independent Security Assurance Service Provider in carrying out any User Security Assessment; or (b) by a User, in carrying out any User Security Self-Assessment, in each case in accordance with the provisions of the Security Controls Framework applicable to the relevant category of security assurance assessment.
User Security Assessment Report	has the meaning given to that expression in Section G8.20 (User Security Assessments: General Procedure).
User Security Assessment	has the meaning given to that expression in Section

Response	G8.22 (User Security Assessments: General Procedure).
User Security Self-Assessment	has the meaning given to that expression in Section 8.16 (Categories of Security Assurance Assessment).
User Systems	means any Systems (excluding any Devices) which are operated by or on behalf of a User and used in whole or in part for: (a) constructing Service Requests; (b) sending Service Requests over the DCC User ~~Gateway~~Interface; (c) receiving, sending, storing, using or otherwise carrying out any processing in respect of any Pre-Command or Signed Pre-Command; (d) receiving Service Responses or Alerts over the DCC User ~~Gateway~~Interface; (e) generating Data for communication ~~by means of the Self-Service Interface, or receiving Data that are communicated by means of the Self-Service Interface;~~ ~~(f) generating Data for communication~~ to the OCA, ~~or~~ DCA or ICA, or receiving Data from the OCA, ~~or~~ DCA or ICA (including any Systems which store or use Secret Key Material for such purposes); and/or ~~(g)~~(f) generating Data for the purposes of lodging in the SMKI Repository, or retrieving Data from the SMKI Repository and any other Systems from which the Systems used in whole or in part for the purposes set out in paragraphs

	(a) to (f) are not Separated.
Valid Communications Hub Order	~~means~~means the Consignment or Consignments which arise from a Communications Hub Order that has been accepted by the DCC under Section F5.16 or F5.17 (DCC: Duties in relation to Communications Hub Orders), and which have not been cancelled by the ordering Party in accordance with Section F5.19 (Non-Standard Cancellation of ~~Orders~~Consignments).
Validity Period	has the meaning given to that expression in any of the Certificate Policies or the DCCKI Certificate Policy.
Value at Risk	has the meaning given to that expression in Section J3.3 (User's Value at Risk).
VAT	means VAT, as defined in the Value Added Tax Act 1994, and any tax of a similar nature which may be substituted for or levied in addition to it.
Verification User Security Assessment	has the meaning given to that expression in Section G8.15 (Categories of Security Assurance Assessment).
Verify	means, in respect of a Service Request, to confirm that it meets all the applicable requirements of the DCC User ~~Gateway~~ Interface Specification.
Volume Scenarios	means the capacity levels to which the DCC Systems will be tested.
Voting Group	means, in respect of each Party Category, each Party that falls into that Party Category collectively with that Party's Affiliates (if any) who also fall into that Party Category.
WAN Variants	means the variations of Communications Hub that are necessary to enable communications via the SM WAN

	in each Region (and each part thereof that is not subject to the Statement of Service Exemptions).
Website	means a dedicated website established at the direction of the Panel for the purposes of this Code.
Withdrawal	means, in respect of a Smart Metering System (or a Device), the act of ending that Smart Metering System's Enrolment (or, in the case of a Device, of ending the Enrolment of the Smart Metering System of which that Device forms part) in accordance with Section H6.7 (Withdrawal); and the words "**Withdraw**" and "**Withdrawn**" shall be interpreted accordingly.
Working Day	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.
Working Group	has the meaning given to that expression in Section D6.2 (Establishment of a Working Group).
Zigbee Alliance	means the association of that name administered by ZigBee Alliance Inc (2400 Camino Ramon, Suite 375, San Ramon, CA 94583, USA) (see - www.zigbee.org).

A2 INTERPRETATION

A2.1 In this Code, unless the context otherwise requires, any reference to:

(a) a "person" includes a reference to an individual, a body corporate, an association, a partnership or a Competent Authority;

(b) the singular includes the plural, and vice versa;

(c) a gender includes every gender;

(d) a Section or Schedule is a reference (respectively) to the section of, or schedule to, this Code which bears the relevant letter, number or letter and number;

(e) a numbered Paragraph is a reference to the paragraph of the Schedule in which such reference occurs;

(f) a numbered Condition (with or without a letter) is a reference to the licence condition bearing that number (and, where relevant, letter) in the Energy Licence indicated (and, save in the case of the DCC Licence, is a reference to the standard licence conditions of that Energy Licence);

(g) writing (or similar) includes all methods of reproducing words in a legible and non-transitory form (including email);

(h) a day, week or month is a reference (respectively) to a calendar day, a week starting on a Monday, or a calendar month;

(i) a time is a reference to that time in the UK;

(j) any statute or statutory provision includes any subordinate legislation made under it, any provision which it has modified or re-enacted, and any provision which subsequently supersedes or re-enacts it (with or without modification);

(k) an agreement, code, licence or other document is to such agreement, code, licence or other document as amended, supplemented, novated or replaced from time to time;

(l) a Party shall include reference to that Party's respective successors, (in the

case of the DCC) to the person to whom the DCC may novate its rights and obligations pursuant to Section M9 (Transfer of DCC Licence), and (as the context permits) reference to the respective persons to whom that Party may sub-contract or otherwise delegate its rights and/or obligations under this Code in accordance with Section M11.8 and M11.9 (which shall include, in the case of the DCC, reference to the DCC Service Providers);

(m) any premises of a Party shall include references to any premises owned or occupied by that Party and (as the context permits) by the respective persons to whom that Party may sub-contract or otherwise delegate its rights and/or obligations under this Code in accordance with Section M11.8 and M11.9 (which shall include, in the case of the DCC, reference to the DCC Service Providers);

(n) a Competent Authority or other public organisation includes a reference to its successors, or to any organisation to which some or all of its functions and responsibilities have been transferred; and

(o) an expression that is stated to have the meaning given to it in an Energy Licence (other than the DCC Licence) is a reference to that expression as defined in the standard licence conditions for the Energy Licence indicated.

A2.2 The headings in this Code are for ease of reference only and shall not affect its interpretation.

A2.3 In this Code, the words preceding "include", "including" or "in particular" are to be construed without limitation to the generality of the words following those expressions.

A2.4 The language of this Code is English. All notices and other communications sent between any of the Parties, the Panel, SECCo, the Code Administrator and the Secretariat shall be in English.

A2.5 ~~In~~Except where expressly stated to the contrary, in the event of any conflict between the provisions of this Code, the following order of precedence shall apply:

(a) the Sections, as among which Section X (Transition) shall take precedence;

then

(b) the Schedules; then

(c) the SEC Subsidiary Documents.

A2.6 Except to the extent that any provision of Section T (Testing During Transition) otherwise provides (in which case that provision shall take precedence), Section A2.7 shall apply, during the period prior to Completion of Implementation, where initial capital letters are used for any expression in this Code that either is not defined in this Code or the definition of which cannot be given effect by reference to the provisions of this Code.

A2.7 Any expression of the type referred to in Section A2.6 shall be interpreted as having the meaning given to that expression in the decision or consultation document concerning the intended future definition of such expression most recently published by the Secretary of State prior to the date on which this Section A2.7 comes into force.

A2.8 Where no time period is specified for performance of any obligation under this Code, the obligation shall be performed as soon as reasonably practicable.

SECTION B: ACCESSION

B1 ACCESSION

Eligibility for Admission

B1.1 Any person who applies to be admitted as a Party (an **Applicant**) shall be entitled to be admitted as a Party, subject to and in accordance with the provisions of this Section B1.

B1.2 An Applicant may not be admitted as a Party if:

(a) it is already a Party; or

(b) it was expelled from this Code in accordance with Section M8 (Suspension, Expulsion and Withdrawal) within the 12 months preceding the date of its application (or such shorter period as the Panel may determine from time to time).

Application Form and Guidance

B1.3 The Code Administrator shall create an Application Form, and publish such form on the Website.

B1.4 The Code Administrator shall establish and publish on the Website a guide for Applicants describing, and providing guidance in respect of, the process set out in this Section B1 (the **Application Guidance**).

Application Fee

B1.5 The Panel shall determine (and publish on the Website) a fee from time to time (the **Application Fee**) to be payable by Applicants to SECCo. The Panel shall set the Application Fee at a level intended to recover the reasonable costs incurred by or on behalf of the Panel (including amounts payable to the Code Administrator) in administering the process set out in this Section B1.

B1.6 The Code Administrator shall include within the Application Guidance details of the methods by which the Application Fee may be paid.

Accession Process

B1.7 An Applicant shall submit to the Code Administrator a duly completed Application Form (together with any supporting documents required by that form), and the Application Fee (by a method of payment provided for in the Application Guidance).

B1.8 As soon as reasonably practicable following receipt of an Application Form and the Application Fee from an Applicant, the Code Administrator shall:

(a) notify the Applicant if it is ineligible to be admitted as a Party in accordance with Section B1.2;

(b) where the Applicant is not ineligible, check that the Application Form has been duly completed and that any supporting documentation requested has been provided, and notify the Applicant of any omissions; and

(c) where there are no such omissions, notify the Applicant and the Panel that the Applicant is to be admitted as a Party subject to execution of an Accession Agreement.

Accession Agreement

B1.9 Where an Applicant is to be admitted as a Party in accordance with Section B1.8(c), the Code Administrator shall prepare two counterparts of the Accession Agreement for the Applicant (in substantially the form of the Specimen Accession Agreement), and send them to the Applicant.

B1.10 An Applicant that wishes to proceed with its accession to this Code should sign (but not date) both counterparts of the Accession Agreement, and return them to the Code Administrator.

B1.11 Upon return to the Code Administrator of the two counterparts of the Accession Agreement as envisaged by Section B1.10, the Panel shall procure that (as soon as reasonably practicable thereafter) SECCo:

(a) signs each counterpart on behalf of itself and all the Parties (as it is authorised to do under Section B1.14); and

(b) dates each counterpart with the date of such execution.

B1.12 The Code Administrator shall return one signed and dated counterpart of the Accession Agreement to the Applicant, and retain the other counterpart for the Panel's records.

Accession

B1.13 An Applicant will accede to this Code and become a Party with effect from the date of its executed Accession Agreement. The Code Administrator shall give notice of each Applicant's accession to the Applicant, to each other Party and to the Authority. Such notice will confirm the Applicant's Party Details.

SECCo Authority to enter into Accession Agreements

B1.14 Subject to and in accordance with this Section B1, each Party hereby irrevocably and unconditionally authorises SECCo to execute and deliver, on behalf of such Party, any and all Accession Agreements that are substantially in the form of the Specimen Accession Agreement and that have been signed by an Applicant.

Disputes Regarding Admission

B1.15 Where an Applicant disagrees with any decision of the Code Administrator pursuant to Section B1.8, the Applicant may refer the matter to the Panel for determination.

B1.16 Where an Applicant disagrees with any decision of the Panel made pursuant to Section B1.15, the Applicant may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code.

Party ~~IDs~~Signifiers

B1.17 On an Applicant acceding to this Code and becoming a Party, the Panel shall as soon as reasonably practicable thereafter issue to it a Party ~~ID~~Signifier.

B1.18 The Code Administrator shall notify the DCC of each Party ~~ID~~Signifier issued to a Party in accordance with Section B1.17.

RDP Signifiers

B1.19 The Panel shall issue to a Registration Data Provider (other than a Gas Network Party or Electricity Network Party which is deemed to be an RDP, acting in its capacity as

such) an RDP Signifier:

(a) as soon as reasonably practicable after receipt of a request from that RDP for it to do so; or

(b) in any event prior to issuing an RDP ID, following receipt of an application from that RDP for it to do so.

B1.20 The Code Administrator shall notify the DCC of each RDP Signifier issued to an RDP in accordance with Section B1.19.

MRA and UNC Identifiers

~~B1.19~~B1.21 The Panel shall, as soon as reasonably practicable after a person becomes a Party, notify the DCC of the unique identifiers (if any) by which such person is identified under the MRA or the UNC, as set out in the Party Details contained in the relevant Accession Agreement. The Panel shall, as soon as reasonably practicable after a Party notifies any change or addition to such unique identifiers under Section M6 (Party Details), notify the DCC of such change or addition.

B2 DCC, ~~PARTY AND~~ USER ~~IDs~~AND RDP IDENTIFIERS

Panel: Duty to Obtain MA-S Registry Entries

B2.1 The Panel shall obtain one or more MA-S Registry Entries to the extent necessary for the purpose of establishing and issuing EUI-64 Compliant identifiers for use as User IDs, RDP IDs and/or DCC IDs in accordance with the provisions of this Section B2.

ID Allocation Procedure

B2.2 The Panel shall develop and maintain a document to be known as the "**ID Allocation Procedure**", which shall:

(a) make provision for the Panel to establish and issue Party ~~IDs~~and RDP Signifiers, each of which must be unique under this Code but which need not be EUI-64 Compliant;

(b) make provision for the Panel to establish EUI-64 Compliant identifiers by the concatenation of:

(i) the assigned value of an MA-S Registry Entry obtained by it; and

(ii) a unique extension identifier created by it;

(c) describe the numbering convention to be used by the Panel for the purpose of creating those unique extension identifiers;

(d) set out the application procedure to be followed by any Party which wishes to be issued with an EUI-64 Compliant identifier for use as a User ID or DCC ID~~; and~~, or by any RDP which wishes to be issued with an EUI-64 Compliant identifier for use as an RDP ID; and

(e) set out the procedure to be followed by the Panel in issuing an EUI-64 Compliant identifier to any Party or RDP for such purposes.

B2.3 In developing the ID Allocation Procedure, the Panel shall act in conjunction with the DCC and such other Parties and RDPs as have indicated a wish to be involved, and shall consult with and have regard to the views of all Parties and RDPs.

B2.4 The Panel shall keep the ID Allocation Procedure under review from time to time, and

in particular when requested to do so by any Party or RDP, in order to ensure that it remains fit for purpose. Before making any change to the ID Allocation Procedure the Panel shall consult with and have regard to the views of all Parties and RDPs.

Issue of User, DCC and ~~DCC~~RDP IDs

B2.5 Where:

(a) the DCC wishes to be issued with an EUI-64 Compliant identifier for use as a DCC ID; ~~or~~

(b) another Party wishes to be issued with an EUI-64 Compliant identifier for use as a User ID~~,~~; or

(c) an RDP wishes to be issued with an EUI-64 Compliant identifier for use as an RDP ID,

it shall, in accordance with the provisions of the ID Allocation Procedure, apply to the Panel for the issue of that identifier.

B2.6 No Party or RDP may apply to the Panel for the issue of an EUI-64 Compliant identifier other than for one of the purposes specified in Section B2.5.

B2.7 On receiving an application from a Party or RDP in accordance with Section B2.5, the Panel shall issue an EUI-64 Compliant identifier in accordance with the provisions of the ID Allocation Procedure.

Issue of Party ~~IDs~~and RDP Signifiers

B2.8 The Panel shall issue Party ~~IDs~~and RDP Signifiers to the Code Administrator from time to time, in accordance with the provisions of the ID Allocation Procedure, for their allocation by the Code Administrator to new Parties pursuant to Section B1.17 (Party ~~IDs~~Signifiers) and to RDPs pursuant to Section B1.19 (RDP Signifiers).

Record of Signifiers and IDs Issued

B2.9 The Panel shall:

(a) maintain an up to date record of the Party ~~IDs~~and RDP Signifiers and the EUI-64 Compliant identifiers issued by it pursuant to this Section B2 (and, where

applicable, the mapping between them), and make that record available to all Parties and RDPs; and

(b) notify the DCC of any EUI-64 Compliant identifier that it has issued to-:

(i) a Party for use as a User ID and the corresponding Party ~~ID~~Signifier of that Party; or

~~(b)~~(ii) an RDP for use as an RDP ID and the corresponding RDP Signifier of that RDP.

SECTION C – GOVERNANCE

C1 SEC OBJECTIVES

General SEC Objectives

C1.1 The objectives of this Code otherwise than in respect of the Charging Methodology are set out in Condition 22 of the DCC Licence (such objectives being the **General SEC Objectives**). For ease of reference, the General SEC Objectives are set out below using the terminology of this Code (but in the case of any inconsistency with the DCC Licence, the DCC Licence shall prevail):

(a) the first General SEC Objective is to facilitate the efficient provision, installation, and operation, as well as interoperability, of Smart Metering Systems at Energy Consumers' premises within Great Britain;

(b) the second General SEC Objective is to enable the DCC to comply at all times with the General Objectives of the DCC (as defined in the DCC Licence), and to efficiently discharge the other obligations imposed upon it by the DCC Licence;

(c) the third General SEC Objective is to facilitate Energy Consumers' management of their use of electricity and gas through the provision to them of appropriate information by means of Smart Metering Systems;

(d) the fourth General SEC Objective is to facilitate effective competition between persons engaged in, or in Commercial Activities connected with, the Supply of Energy;

(e) the fifth General SEC Objective is to facilitate such innovation in the design and operation of Energy Networks (as defined in the DCC Licence) as will best contribute to the delivery of a secure and sustainable Supply of Energy;

(f) the sixth General SEC Objective is to ensure the protection of Data and the security of Data and Systems in the operation of this Code;

(g) the seventh General SEC Objective is to facilitate the efficient and transparent

administration and implementation of this Code.

Transition Objective

C1.2 As provided for in Condition 22 of the DCC Licence, during the period prior to the Completion of Implementation, the General SEC Objectives must be read and given effect (so far as it is possible to do so) in a way that is compatible with achieving the Transition Objective.

Charging Objectives

C1.3 The objectives of this Code in respect of the Charging Methodology only (such objectives being the **Charging Objectives**) comprise the "**First Relevant Policy Objective**", the "**Second Relevant Policy Objective**" and the "**Third Relevant Policy Objective**" as set out in Condition 18 of the DCC Licence. For ease of reference, the First Relevant Policy Objective, the Second Relevant Policy Objective and the Third Relevant Policy Objective are set out in Sections C1.4, C1.5 and C1.6 using the terminology of this Code (but in the case of any inconsistency with the DCC Licence, the DCC Licence shall prevail).

C1.4 The First Relevant Policy Objective**:**

(a) applies in relation to Smart Metering Systems installed (or to be installed) at Domestic Premises; and

(b) requires the Charging Methodology to ensure that Charges (other than Charges for Elective Communication Services) in respect of such Smart Metering Systems do not distinguish (whether directly or indirectly) between Energy Consumers at Domestic Premises in different parts of Great Britain.

C1.5 The Second Relevant Policy Objective applies in relation to SMETS1 Meters. The Second Relevant Policy Objective is that, subject to compliance with the First Relevant Policy Objective, the Charging Methodology must (other than in respect of Elective Communication Services) (in each of the following cases, as far as is reasonably practicable in all of the circumstances of the case, having regard to the costs of implementing the Charging Methodology):

(a) result in Charges that are the same for SMETS1 Meters as they are for Smart

Metering Systems, save that no Charges for Communications Hub Services will apply to SMETS1 Meters;

(b) notwithstanding (a) above~~,~~ (where the Costs of Communications for a SMETS1 Meter exceeds the Costs of Communications for a Smart Metering System, and where ~~the~~an Original Supplier for the Energy Supplier Contract relating to that SMETS1 Meter is (and has at all times since the adoption of the Energy Supplier Contract been) a supplier of ~~energy~~electricity and/or gas to the premises at which that SMETS1 Meter is installed~~,~~), result in Charges that ensure that the ~~additional~~excess Costs of Communications are recovered from the Original Supplier~~,~~ from time to time (in addition to the Charges referred to in (a) above),

and, for the purposes of this Section C1.5, the terms "**SMETS1 Meters**", "**Costs of Communications**", "**Original Supplier**" and "**Energy Supplier Contract**" shall have the meaning given to those terms in the DCC Licence.

C1.6 The Third Relevant Policy Objective is that, subject to compliance with the First and Second Relevant Policy Objectives, the Charging Methodology must result in Charges that**:**

(a) facilitate effective competition in the Supply of Energy (or its use) under the Electricity Act and the Gas Act;

(b) do not restrict, distort, or prevent competition in Commercial Activities that are connected with the Supply of Energy under the Electricity Act and the Gas Act;

(c) do not deter the full and timely installation by Energy Suppliers of Smart Metering Systems at Energy Consumers' premises in accordance with their obligations under the Energy Supply Licence; and

(d) do not unduly discriminate in their application and are reflective of the costs incurred by the DCC, as far as is reasonably practicable in all of the circumstances of the case, having regard to the costs of implementing the Charging Methodology.

C1.7 The Charging Methodology will achieve the Third Relevant Policy Objective if it is compliant with the provisions of Section C1.6 in the round, weighing them as appropriate in each particular case.

C2 PANEL

Establishment of the Panel

C2.1 The Panel is hereby established. The Panel shall:

(a) pursue the objectives, undertake the duties, and have the powers, set out in Sections C2.2 to C2.4;

(b) be composed of the Panel Members described in Section C3 (Panel Members), some of whom will be elected in accordance with Section C4 (Elected Members); and

(c) conduct its activities in accordance with the procedures set out in Section C5 (Proceedings of the Panel).

Panel Objectives

C2.2 The Panel shall, in all its activities, always act in a manner designed to achieve the following objectives (the **Panel Objectives**):

(a) that this Code is given full and prompt effect in accordance with its terms and conditions;

(b) that this Code is given effect in such a manner as will facilitate achievement of the SEC Objectives;

(c) that this Code is given effect in a fair manner without undue discrimination between the Parties or any classes of Party; and

(d) that the Panel conducts its affairs in an open and transparent manner.

Panel Duties

C2.3 Without prejudice to any other tasks, duties or obligations imposed on the Panel in this Code, the Panel shall, subject to and in accordance with the other provisions of this Code:

(a) oversee the process by which Applicants apply to become a Party, as set out in Section B (Accession);

(b) manage the Code Administrator and Secretariat, and oversee their performance;

(c) develop, consult upon, and report upon its performance against three-year budgets and work plans in accordance with Section C8 (Panel Costs and Budgets);

(d) oversee and co-ordinate the process for assessing Modification Proposals, and implement successful Modification Proposals, each as set out in Section D (Modification Process);

(e) manage and co-ordinate arrangements for the resolution of certain Disputes under or in relation to this Code, as set out in Section M7.3 (Reference to the Panel or its Sub-Committees);

(f) manage and co-ordinate the suspension of Parties' rights under this Code, as set out in Section M8 (Suspension, Expulsion and Withdrawal);

(g) manage and co-ordinate the withdrawal or expulsion of Parties from this Code, as set out in Section M8 (Suspension, Expulsion and Withdrawal);

(h) by no later than 30 Working Days following the end of each Regulatory Year prepare and publish a report on the implementation of this Code and the activities of the Panel during that Regulatory Year, including so as to evaluate whether this Code continues to meet the SEC Objectives;

(i) at the written request of the Authority at any time, undertake a review of such parts of this Code as the Authority may specify to evaluate whether this Code continues to meet the SEC Objectives;

(j) at the written request of the Authority, collect and provide to the Authority (or publish in such manner as the Authority may direct) such information regarding the SEC Arrangements as the Authority may reasonably request (and each Party shall provide to the Panel such information as the Panel reasonably requires in order to enable the Panel to comply with any such request of the Authority);

(k) hold a general meeting during the month of July each year, which each Panel

Member will (subject to unforeseen circumstances) attend, at which a representative of each Party shall be entitled to attend and speak, and at which the Panel will endeavour to answer any reasonable questions submitted to the Secretariat in advance of the meeting;

(l) establish (and, where appropriate, revise from time to time) joint working arrangements with the panels, committees and administrators responsible for the governance and operation of other Energy Codes, in order to facilitate the timely:

(i) identification, co-ordination, making and implementation of changes to other Energy Codes consequent on a Modification Proposal (and vice versa); and

(ii) identification and coordinated resolution of Disputes and disputes under other Energy Codes (in circumstances where there is an interaction between the Dispute and one or more disputes under the other Energy Codes);

(m) establish joint working arrangements with the Information Commissioner pursuant to which the Panel shall notify the Information Commissioner of matters in which the Panel believes the Information Commissioner may have an interest; and

(n) periodically commission a review of the effectiveness of the End-to-End Technical Architecture by the Technical Sub-Committee (including so as to evaluate whether the Technical Specifications continue to meet the SEC Objectives).

Panel Powers

C2.4 Without prejudice to any other rights or powers granted to the Panel in this Code, the Panel shall, subject to and in accordance with the other provisions of this Code, have the power to:

(a) appoint and remove the Code Administrator and the Secretariat in accordance with Section C7 (Code Administrator, Secretariat and SECCo);

(b) appoint and remove professional advisers;

(c) consider, approve and authorise the entering into by SECCo of contracts in accordance with Section C7 (Code Administrator, Secretariat and SECCo);

(d) constitute Sub-Committees in accordance with Section C6 (Sub-Committees);

(e) consider, approve and authorise the licensing, sub-licensing, or any other manner of dealing with the Intellectual Property Rights in the SEC Materials, for any use which does not hinder, delay or frustrate, in any way whatsoever, the SEC Objectives; and

(f) do anything necessary for, or reasonably incidental to, the discharge of its duties under this Code.

C3 PANEL MEMBERS

Panel Composition

C3.1 The Panel shall be composed of the following categories of persons (each a **Panel Member**, and the Panel Members referred to in Sections C3.1(a) to (e) being the **Elected Members**):

(a) two persons elected by the Large Supplier Parties;

(b) two persons elected by the Small Supplier Parties;

(c) one person elected by the Electricity Network Parties;

(d) one person elected by the Gas Network Parties;

(e) two persons elected by the Other SEC Parties;

(f) one person nominated by the DCC in accordance with Section C3.3 (the **DCC Member**);

(g) two persons nominated in accordance with Section C3.4 (the **Consumer Members**);

(h) one person appointed in accordance with Section C3.5 (the **Panel Chair**); and

(i) any additional person appointed by the Panel Chair in accordance with Section C3.6.

C3.2 Each Panel Member must be an individual (and cannot be a body corporate, association or partnership). No one person can hold more than one office as a Panel Member.

DCC Member

C3.3 The DCC Member shall be one person nominated by the DCC by notice to the Secretariat. The DCC may replace such person from time to time by prior notice to the Secretariat.

Consumer Members

C3.4 The Consumer Members shall be two persons nominated by Citizens Advice or Citizens Advice Scotland by notice to the Secretariat from time to time. Citizens Advice or Citizens Advice Scotland may replace each such person from time to time by prior notice to the Secretariat.

Appointment of the Panel Chair

C3.5 The first Panel Chair to be appointed following the designation of this Code shall be appointed in accordance with the appointment process developed in accordance with Section X (Transition). Thereafter, each Panel Chair shall be appointed in accordance with the same process, as modified from time to time by the Panel; provided that such process as modified must be designed to ensure that:

(a) the candidate selected is sufficiently independent of any particular Party or class of Parties;

(b) the appointment is conditional on the Authority approving the candidate;

(c) the Panel Chair is appointed for a three-year term (following which he or she can apply to be re-appointed);

(d) the Panel Chair is remunerated at a reasonable rate;

(e) the Panel Chair's appointment is subject to Section C3.8 and terms equivalent to those set out in Section C4.6 (Removal of Elected Members); and

(f) provision is made for the Panel Chair to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor.

Panel Chair Appointee

C3.6 Where at any time:

(a) no person is currently appointed as a Panel Member pursuant to this Section C3.6; and

(b) the Panel Chair (having consulted with the other Panel Members) considers that there is a class or category of person having an interest in the SEC

Arrangements whose interests are not adequately represented in the composition of the Panel at that time, and whose interests would be better represented if a particular person were appointed as an additional Panel Member,

the Panel Chair may (having consulted with the other Panel Members) appoint that particular person as a Panel Member by notice to the Secretariat. The Panel Chair may (having consulted with the other Panel Members), at any time thereafter by notice to the Secretariat, remove that person from the office of Panel Member.

Duties of Panel Members

C3.7 A person appointed as Panel Member, when acting in that capacity, shall:

(a) act independently, not as a delegate, and without undue regard to the interests, of any Related Person;

(b) exercise reasonable skill and care to the standard reasonably expected of a director of a company under the Companies Act 2006; and

(c) act in a manner designed to facilitate the performance by the Panel of its duties under this Code.

Panel Member Confirmation

C3.8 Each Panel Member must confirm in writing to SECCo (for the benefit of SECCo and each Party) that that person:

(a) agrees to act as a Panel Member in accordance with this Code, including the requirements of Section C3.7; and

(b) agrees to accept appointment as a director of SECCo, and to act in such capacity in accordance with this Code; and

(c) will be available as reasonably required throughout his or her term of office, both to attend Panel meetings and to undertake work outside those meetings as may reasonably be required,

and must further complete any and all forms required to be completed by law in order for that person to become a director of SECCo.

C3.9 The appointment of a person who would otherwise be a Panel Member shall lapse (and the relevant office shall become vacant) if that person does not comply with the requirements of Section C3.8 within 20 Working Days after a request from the Secretariat to do so.

Notification of Related Persons

C3.10 Each Panel Member shall, at the time of his appointment and upon any relevant change in circumstance, disclose, in writing to the Panel, the name of each Related Person who is a Party, a DCC Service Provider or is otherwise likely to be materially affected by the SEC Arrangements (other than in the capacity of Energy Consumer).

C3.11 Without prejudice to the generality of Section C3.10, where a Panel Member changes employer, the Panel Member shall (as soon as reasonably practicable after such change) notify the Secretariat of such change in writing. The Secretariat shall then notify the Parties of such change in employer.

Protections for Panel Members and Others

C3.12 SECCo shall indemnify, and keep indemnified:

(a) each Panel Member (whether as a Panel Member or as a director of SECCo);

(b) each Reserve (whether acting as an Alternate or otherwise);

(c) each person who serves on a Sub-Committee or Working Group; and

(d) each Party, or an Affiliate of a Party, as employer of any person referred to in Sections C3.12(a) to (c),

from and against any and all costs (including legal costs), charges, expenses, damages or other liabilities properly incurred or suffered by that person or employer in relation to the exercise of the person's powers duties or responsibilities under this Code, including where such powers duties or responsibilities are exercised negligently. The persons and employers shall be entitled to enforce their rights under this Section C3.12 pursuant to Section M11.5 (Third Party Rights).

C3.13 The indemnity set out in Section C3.12 shall not apply to any costs, charges, expenses, damages or other liabilities that are:

(a) costs and expenses expressly stated to be incapable of recovery by the Panel under Section C8 (Panel Costs and Budgets); or

(b) suffered or incurred or occasioned by the wilful default, fraud or bad faith of, or breach of contract by, the relevant person.

C4 ELECTED MEMBERS

Elected Members

C4.1 The first Elected Members to be appointed on the designation of this Code shall be appointed in accordance with Section X (Transition). All other Elected Members shall be elected in accordance with the process set out in Section C4.2. Each Elected Member shall serve as a Panel Member until his or her retirement in accordance with Section C4.4, or until he or she is removed from office in accordance with Section C3.9, C4.5 or C4.6.

Election of Elected Members

C4.2 The process set out in this Section C4.2 shall apply in respect of the election of each Elected Member. This process shall apply in respect of Elected Member vacancies arising by virtue of a Panel Member's retirement in accordance with Section C4.4 (a **Scheduled Election**), or a Panel Member being removed from office in accordance with Section C3.9, C4.5 or C4.6 (an **Interim Election**). In each case, the following process shall apply:

(a) each Elected Member is to be elected by a Party Category as described in Section C3.1;

(b) each Voting Group within a Party Category is entitled to cast one vote in the election of the Panel Member(s) to be elected by that Party Category;

(c) the Secretariat shall publish on the Website and send to each Party within the relevant Party Category an invitation for nominations for candidates for the role of Elected Member for that Party Category;

(d) in the case of Scheduled Elections, the invitation for nomination of candidates shall be published and sent by the Secretariat at least 35 Working Days ahead of the date on which the relevant Panel Member's term of office expires;

(e) in the case of Interim Elections, the invitation for nomination of candidates shall be published and sent by the Secretariat by no later than 5 Working Days after the date on which the relevant Panel Member was removed from office;

(f) the invitation for nomination of candidates shall request nominations within 15 Working Days after the date of the invitation;

(g) the eligible candidates for election shall be those persons who are (at the time of their nomination) capable of becoming and remaining Panel Members in accordance with Sections C3.2 and C4.6, and whose nominations (whether nominated by themselves or a third party) are received by the Secretariat within the period of time set out in the request for nominations;

(h) where the Secretariat receives a nomination for a candidate that the Secretariat does not consider to be an eligible candidate in accordance with Section C4.2(g), the Secretariat shall notify that person that this is the case as soon as reasonably practicable after receipt of the nomination (and, in any event, by no later than 2 Working Days following the expiry of the period of time set out in the request for nominations);

(i) where a candidate disputes the Secretariat's notification under Section C4.2(h), the candidate shall have 2 Working Days following receipt of such notification to refer the matter to the Panel Chair for final determination (which determination shall be made by the Panel Chair by no later than 5 Working Days following the expiry of the period of time set out in the request for nominations);

(j) 6 Working Days following the expiry of the period of time set out in the request for nominations, the Secretariat shall give notice to each Party within the relevant Party Category of the names of each eligible candidate (together with any supporting information provided to the Secretariat with his or her nomination);

(k) at the same time as the Secretariat issues such notice, where there are more eligible candidates for a Party Category than there are positions to be filled as Elected Members for that Party Category, the Secretariat shall invite the Voting Groups comprising that Party Category to vote for their preferred eligible candidate;

(l) each such Voting Group shall be entitled to cast one vote, and shall cast such

vote by means of a system established by the Panel which ensures that each Voting Group casts only one vote, and which allows 10 Working Days following the invitation pursuant to Section C4.2(k) for such vote to be cast;

(m) the successful candidate or candidates elected as a result of the votes cast in accordance with this Section C4.2 shall be determined in accordance with Section C4.3;

(n) the Secretariat shall not publish details of the votes cast by each Voting Group, but shall disclose such details to the Panel Chair for scrutiny;

(o) as soon as reasonably practicable following the election of an Elected Member in accordance with this Section C4.2, the Secretariat shall publish on the Website and notify each Party of the identity of the person who has been so elected; and

(p) each person elected as a Panel Member in accordance with this Section C4.2 shall commence his or her office as a Panel Member: (i) in the case of Scheduled Elections, simultaneously with the retirement of the relevant Panel Member; or (ii) in the case of Interim Elections, simultaneously with the notification by the Secretariat pursuant to Section C4.2(o).

C4.3 As a result of the process set out in Section C4.2:

(a) where there are the same number of eligible candidates for a Party Category as there are positions to be filled as Elected Members for that Party Category, all of the eligible candidates shall be elected as Elected Members;

(b) where there are more eligible candidates for a Party Category than there are positions to be filled as Elected Members for that Party Category, the eligible candidate(s) that received the most votes in accordance with Section C4.2(l) shall be elected as Elected Members (and, in the case of a tie, the Secretariat shall determine the Elected Member by drawing lots, to be witnessed by the Panel Chair); or

(c) where there are fewer eligible candidates for a Party Category than there are positions to be filled as Elected Members for that Party Category (including

where there are no eligible candidates), the Authority will (at its discretion) be entitled to nominate an Elected Member for that Party Category. Where this Section C4.3(c) applies, the Panel shall be entitled (at any time thereafter) to determine that a further Interim Election should be held in accordance with Section C4.2 in respect of that Party Category.

Retirement of Elected Members

C4.4 Subject to earlier removal from office of an Elected Member in accordance with Section C3.9, C4.5 or C4.6 and without prejudice to his or her ability to stand for re-election, each Elected Member shall retire (at which point his or her office shall become vacant) as follows:

(a) the Elected Members elected in accordance with Section X (Transition) shall retire in accordance with that Section;

(b) the Elected Members elected in accordance with this Section C4.2, shall retire two years after the date on which they first took office; and

(c) any Elected Member nominated by the Authority pursuant to Section C4.3(c), shall retire on the Authority determining (at its discretion) that such person should be removed from office, or on the successful election of a replacement Elected Member in an election pursuant to Section C4.3(c).

Removal of Elected Members

C4.5 An Elected Member may:

(a) resign his or her office by 10 Working Days' notice in writing to the Panel Chair;

(b) be removed from office by the Panel Chair on notice to the Panel if the Elected Member fails to attend (either in person or via his or her Alternate) at least 50% of the Panel meetings held in any period of 12 months; or

(c) be removed from office by the other Panel Members (acting unanimously) if such other Panel Members consider that the Elected Member is in breach of the confirmation given by that Elected Member pursuant to Section C3.8

(Panel Member Confirmation).

C4.6 An Elected Member shall automatically be removed from office if he or she:

(a) dies;

(b) is admitted to hospital in pursuance of an application under the Mental Health Act 1983 or the Mental Health (Care and Treatment) (Scotland) Act 2003, or an order is made by a court with competent jurisdiction in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person with respect to his property or affairs;

(c) becomes bankrupt or makes any arrangement or composition with his creditors;

(d) becomes prohibited by law from being a director of a company under the Companies Act 2006; and/or

(e) is convicted of an indictable criminal offence.

C5 PROCEEDINGS OF THE PANEL

Meetings of the Panel

C5.1 The Panel shall hold meetings with such frequency as it may determine or the Panel Chair may direct, but in any event shall meet when necessary to meet its responsibilities under Section D (Modification Process) and at least once every two months.

C5.2 The location and timing of each meeting shall be determined by the Panel. Panel Members shall endeavour to attend each meeting in person, but attendance by telephone conference or other technological means shall be permitted (provided that each of the Panel Members attending the meeting acknowledges that he or she can communicate with each other).

C5.3 Subject to the other provisions of this Code, the Panel may regulate the conduct of its meetings as it sees fit.

Quorum

C5.4 No business shall be transacted at any meeting of the Panel unless a quorum is present at that meeting. The quorum for each Panel meeting shall be one half of all Panel Members appointed at the relevant time, at least one of whom must be the Panel Chair.

Meeting Notice and Papers

C5.5 Each meeting that the Panel determines, or the Panel Chair directs, is to be held shall be convened by the Secretariat. Such meeting shall be convened on at least 5 Working Days' advance notice (or such shorter period as the Panel may approve). Such notice must be given to:

(a) the Panel Members (and any appointed Alternates);

(b) each of the persons referred to in Section C5.13;

(c) the Parties; and

(d) any other person that the Panel determines, or the Panel Chair directs, should

be invited to the meeting.

C5.6 The notice of each Panel meeting shall contain or be accompanied by the following:

(a) the time, date and location of the meeting;

(b) the arrangements for those wishing to attend the meeting by telephone conference or other technological means; and

(c) an agenda and supporting papers.

C5.7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a Panel meeting by, a person entitled to receive notice shall not invalidate the proceedings of that meeting.

Panel Chair

C5.8 The Panel Chair shall preside at every meeting of the Panel. If the Panel Chair is unable to attend a Panel meeting, the Panel Chair shall ensure that his or her Alternate attends the meeting as Panel Chair.

C5.9 The Panel Chair shall not be entitled to vote unless there is a deadlock, in which case the Panel Chair shall have the casting vote.

Voting

C5.10 Subject to Section C5.9, each Panel Member shall be entitled to attend, and to speak and vote at, every meeting of the Panel.

C5.11 All decisions of the Panel shall be by resolution. In order for a resolution of the Panel to be passed at a meeting, a simple majority of those Panel Members voting at that meeting must vote in favour of that resolution.

C5.12 A resolution in writing signed by or on behalf of all the Panel Members shall be as valid and effective as if it had been passed at a meeting of the Panel duly convened and held. Such a resolution may be signed in any number of counterparts.

Attendance by other persons

C5.13 One representative from each of the following persons shall be entitled to attend and

speak (but not vote) at any meeting of the Panel:

(a) the Secretary of State;

(b) the Authority; and

(c) any other person that the Panel determines, or the Panel Chair directs, should be invited to attend.

C5.14 Any Party shall be entitled to send a representative to attend a Panel meeting provided that Party gives the Secretariat at least 3 Working Days' notice in advance of such meeting (or such shorter period of notice as the Panel Chair may approve). Such a representative shall be entitled to attend and (at the Panel Chair's invitation) speak at (but in no circumstances vote at) the meeting.

C5.15 The Panel Chair may (at his or her discretion on grounds of confidentiality) exclude from any part of a Panel meeting persons admitted pursuant to Section C5.13(c) or C5.14.

Minutes of Panel Meetings

C5.16 The Secretariat shall, following each Panel meeting (and in any event at or before the next Panel meeting), circulate copies of the minutes of that meeting to each person who was entitled to receive a notice of that meeting. The Panel may determine that certain parts of a meeting are confidential, in which case those matters will not be included in the minutes circulated to persons other than the Panel, the Secretary of State and the Authority.

C5.17 If any Panel Member disagrees with any item of the minutes, he shall notify the Secretariat of those items with which he or she disagrees, and the Secretariat shall incorporate those items upon which there is disagreement into the agenda for the next following meeting of the Panel.

C5.18 The Secretariat shall maintain a record of all resolutions voted on by the Panel, indicating how each Panel Member voted on each resolution, and shall make such record available on request to any Party.

Alternates

C5.19 Each Panel Member may, from time to time by notice in writing to the Secretariat, appoint another natural person to act as his or her alternate (an **Alternate**). The Panel Chair must appoint a person to act as his or her Alternate.

C5.20 Each such Alternate must, before his or her appointment as such can become valid, have provided the confirmations referred to in Sections C3.8(a) and (c) (Panel Member Confirmation).

C5.21 Where a Panel Member does not attend at a Panel meeting, the Panel Member's Alternate shall be entitled to attend (and count, in his capacity as Alternate, towards the quorum at) that meeting, and to exercise and discharge all the functions, powers and duties of the Panel Member at that meeting.

C5.22 Each Panel Member may, by notice in writing to the Secretariat, remove or replace the person appointed from time to time by that Panel Member as his or her Alternate. An Alternate shall immediately cease to be an Alternate on the occurrence of any of the events set out in Section C4.5 (Removal of Elected Members) in respect of the Alternate. Where an Alternate's appointor ceases to be a Panel Member for any reason, the Alternate's role as such shall also cease.

C5.23 Unless the context otherwise requires, any reference in this Code to a Panel Member shall be construed as including a reference to that Panel Member's Alternate.

Conflicts of interest

C5.24 Given the duty of each Panel Member to act independently, as set out in C3.7 (Duties of the Panel), conflicts of interest should not regularly arise.

C5.25 Notwithstanding Section C5.24, where a decision of the Panel will have particular consequences for a particular Party or class of Parties, each Panel Member shall consider whether that decision presents a conflict of interest (whether because such Party or Parties comprise Related Persons of the Panel Member or otherwise).

C5.26 Where a Panel Member considers that a decision does present a conflict of interest, the Panel Member shall absent him or herself from the Panel meeting for that decision and abstain from the vote regarding that decision. Furthermore, where the Panel Chair

considers that a decision does present a conflict of interest for a Panel Member, the Panel Chair may require the Panel Member to absent him or herself from the Panel meeting for that decision and to abstain from the vote regarding that decision.

C6 SUB-COMMITTEES

Sub-Committees

C6.1 The Panel may establish committees (**Sub-Committees**) for the purposes of doing or assisting the Panel in doing anything to be done by the Panel pursuant to this Code. The Panel shall establish those Sub-Committees expressly provided for in this Code.

C6.2 The Panel may establish a Sub-Committee on a standing basis or for a fixed period or a finite purpose.

C6.3 The Panel may decide that any Sub-Committee (other than one whose establishment is expressly provided for in this Code) is to be dissolved. Those Sub-Committees expressly provided for in this Code are to remain established for so long as they are provided for in this Code.

C6.4 Subject to Section C6.5, the Panel may delegate to any Sub-Committee such of the duties, powers and functions of the Panel as the Panel may specify. The Panel shall delegate to any Sub-Committee expressly provided for in this Code all of the duties, powers, and functions of the Panel relating to the functions of that Sub-Committee described in this Code.

Working Groups

C6.5 The Panel may not establish Sub-Committees to undertake the functions expressly reserved to Working Groups under Section D (Modification Process). Working Groups are to be subject to the requirements of Section D6 (Refinement Process), which may impose requirements by reference to this Section C6.

Membership

C6.6 Each Sub-Committee expressly provided for in this Code shall be composed of such persons as are determined in accordance with the provisions of this Code (if any) that prescribe such membership (and otherwise in accordance with Section C6.7).

C6.7 Subject to Section C6.6:

(a) each Sub-Committee shall be composed of such persons of suitable experience and qualifications as the Panel shall decide and as are willing to serve thereon,

and which may include any Panel Member;

(b) before establishing each Sub-Committee, the Panel shall invite (by such means as it considers appropriate) applications from individuals who wish to serve on that Sub-Committee;

(c) once a Sub-Committee has been established, the Panel may admit such additional persons to, or remove any person from, that Sub-Committee as the Panel considers appropriate (including on the application of any Party or any member of the Sub-Committee).

C6.8 Each person serving on a Sub-Committee shall, when acting in that capacity:

(a) act independently, not as a delegate, and without undue regard to the interests, of any Related Person; and

(b) act in a manner designed to facilitate the performance by the Panel of its duties under this Code.

Member Confirmation

C6.9 Unless the Panel otherwise directs, a person who is to serve on a Sub-Committee shall not do so unless he or she has first provided a written confirmation to SECCo (for the benefit of SECCo and each Party) that that person:

(a) agrees to serve on the Sub-Committee in accordance with this Code, including the requirements of Section C6.8; and

(b) will be available as reasonably required throughout his or her term of office, both to attend Sub-Committee meetings and to undertake work outside those meetings as may reasonably be required.

Terms of Reference and Procedural Requirements

C6.10 The Panel shall set out in writing the duties, powers, and functions of the Panel that it has delegated to each Sub-Committee. The Panel shall also specify in the same document the terms of reference and procedural rules that are to be followed by the Sub-Committee (which may be revised from time to time by the Panel); provided that, in the case of Sub-Committees expressly provided for in this Code, the Panel must

specify terms of reference and procedural rules consistent with the requirements (if any) expressly set out in this Code.

C6.11 Save to the extent otherwise specified by the Panel in accordance with Section C6.10, each Sub-Committee shall conduct its business in accordance with the requirements applying to the Panel in accordance with Section C5 (Proceedings of the Panel).

C6.12 No Sub-Committee may further delegate any of its duties, powers and functions unless expressly authorised to do so by the terms of reference and procedural rules specified in accordance with Section C6.10.

Decisions of Sub-Committees

C6.13 Resolutions of Sub-Committees shall only have binding effect as decisions of the Panel if the Panel has formally delegated the decision-making powers to the Sub-Committee.

C6.14 The Panel shall be deemed to have delegated its decision-making powers to each Sub-Committee expressly provided for in this Code, insofar as such decision-making powers relate to the functions of the Sub-Committee. The delegation of decision-making powers to any other Sub-Committee shall require the unanimous agreement of all Panel Members at the meeting at which the decision to delegate such powers is agreed.

C6.15 For the avoidance of doubt, the delegation to a Sub-Committee of any duties, powers and functions of the Panel shall not relieve the Panel of its general responsibility to ensure that such duties, powers and functions are exercised in accordance with this Code.

C7 CODE ADMINISTRATOR, SECRETARIAT AND SECCO

Code Administrator

C7.1 The Panel may, from time to time, appoint and remove, or make arrangements for the appointment and removal of, one or more persons to be known as the **Code Administrator**.

C7.2 The Code Administrator shall perform those tasks and functions expressly ascribed to it under this Code, and any other tasks and functions as the Panel may assign to the Code Administrator from time to time. In particular, the Code Administrator shall:

(a) comply with the Code Administration Code of Practice and perform its tasks and functions in a manner consistent with the Code Administration Code of Practice Principles (provided that the requirements of this Code shall apply in the event of any inconsistencies between this Code and the requirements of the Code Administration Code of Practice);

(b) in conjunction with the other persons named as code administrators in the Code Administration Code of Practice, review and where appropriate propose to the Authority that amendments be made to the Code Administration Code of Practice (subject always to the Authority's approval of those amendments);

(c) report to the Panel on any inconsistencies between this Code and the requirements of the Code Administration Code of Practice;

(d) support the process by which Applicants apply to become a Party, as set out in Section B (Accession);

(e) support the process for Modifications, as set out in Section D (Modification Process);

(f) facilitate a process whereby Parties can submit a potential Modification Proposal to the Code Administrator to have that potential variation developed, refined and discussed prior to the Party deciding whether to formally submit a Modification Proposal (whether through the Change Board or another forum);

(g) support the process by which Parties become Users, as set out in Section H1

(User Entry Process);

(h) act as a critical friend in providing assistance and support to Parties (and prospective Parties) in relation to the other tasks and functions to be performed by the Code Administrator, with a view to providing particular assistance and support to small Parties and the Consumer Members;

(i) without prejudice to the generality of Section C7.2(i), provide support and assistance to the Proposer of a Modification Proposal, including assistance in understanding this Code so as to properly frame the Modification Proposal;

(j) advise the Panel (and Sub-Committees and Working Groups) as to, and in respect of, the matters of which it is necessary or appropriate that the Panel (or the Sub-Committee or Working Group) should be aware in order to discharge their functions in accordance with this Code; and

(k) provide or procure such information in connection with the implementation of this Code as the Panel may require.

C7.3 The Panel shall be responsible for ensuring that the Code Administrator undertakes its tasks and functions in respect of this Code. In particular, the Panel shall ensure that the arrangements under which the Code Administrator is appointed oblige the Code Administrator to undertake such tasks and functions on terms no less onerous than those provided for by this Code.

C7.4 Subject to the other requirements of this Section C7, the Code Administrator shall be appointed by the Panel on such terms and conditions and in return for such remuneration as the Panel sees fit.

C7.5 In no event shall the Code Administrator be a Party, an Affiliate of a Party, an employee of a Party, an employee of an Affiliate of a Party, a DCC Service Provider, an Affiliate of a DCC Service Provider, an employee of a DCC Service Provider, or an employee of an Affiliate of a DCC Service Provider.

Secretariat

C7.6 The Panel may, from time to time, appoint and remove, or make arrangements for the appointment and removal of, one or more persons to be known as the **Secretariat**.

C7.7 The Secretariat shall perform those tasks and functions expressly ascribed to it under this Code, and any other tasks and functions as the Panel may assign to the Secretariat from time to time. In particular, the Secretariat shall:

(a) support the election of Elected Members, as set out in Section C4 (Elected Members);

(b) support the proceedings of the Panel (and Sub-Committees and Working Groups), as set out in Section C5 (Proceedings of the Panel);

(c) provide or procure such facilities and services in connection with the operation of the Panel (and Sub-Committees and Working Groups) as the Panel may require;

(d) maintain each Party's Party Details, as set out in Section M6 (Party Details);

(e) procure the creation, hosting and maintenance of the Website; and

(f) make an accurate and up-to-date copy of this Code available on the Website.

C7.8 The Panel shall be responsible for ensuring that the Secretariat undertakes its tasks and functions in respect of this Code. In particular, the Panel shall ensure that the arrangements under which the Secretariat is appointed oblige the Secretariat to undertake such tasks and functions on terms no less onerous than those provided for by this Code.

C7.9 Subject to the other requirements of this Section C7, the Secretariat shall be appointed by the Panel on such terms and conditions and in return for such remuneration as the Panel sees fit.

C7.10 In no event shall the Secretariat be a Party, an Affiliate of a Party, an employee of a Party, an employee of an Affiliate of a Party, a DCC Service Provider, and Affiliate of a DCC Service Provider, an employee of a DCC Service Provider, or an employee of an Affiliate of a DCC Service Provider.

SECCo

C7.11 SECCo shall be established in accordance with Schedule 4.

C7.12 SECCo shall act as a corporate vehicle in relation to the business of the Panel, including entering into any contractual arrangements in order to give effect to any resolution of the Panel which it is necessary or desirable to implement by means of a binding contract.

C8 PANEL COSTS AND BUDGETS

General

C8.1 The costs and expenses incurred by (or on behalf of) the Panel in exercising its powers and performing its duties in respect of this Code shall be incurred by SECCo, and the DCC shall provide SECCo with the funds necessary to meet such costs and expenses.

SEC Costs and Expenses

C8.2 The costs and expenses capable of recovery under this Section C8 (the **Recoverable Costs**) shall be all the reasonable costs and expenses incurred:

(a) subject to Section C8.3, by the Panel Members in their capacity as such (including in their capacity as directors of SECCo);

(b) subject to Section C8.3, by those serving on Sub-Committees (but not, for the avoidance of doubt, Working Groups) in their capacity as such;

(c) by SECCo under or in connection with this Code; or

(d) by SECCo under or in connection with contracts that SECCo has entered into in accordance with this Code, including the contracts for:

(i) the appointment of the Code Administrator and the Secretariat;

(ii) the appointment of the Panel Chair;

(iii) the appointment of any person serving on a Sub-Committee expressly provided for in this Code where that person is expressly stated to be remunerated; and

(iv) the appointment of advisers,

(in each case) provided that such costs or expenses are provided for in, or otherwise consistent with, an Approved Budget.

C8.3 Subject to the terms of those contracts referred to in Sections C8.2(d):

(a) each Panel Member and each person serving on a Sub-Committee shall be entitled to recover all reasonable travel expenses properly incurred by them in their roles as such (and the Panel shall establish a policy that sets out guidelines regarding what constitutes reasonable travel expenses); and

(b) no Panel Member or person serving on a Sub-Committee shall be entitled to a salary in respect of their role as such, or to any payment in respect of time they incur in their role as such.

Reimbursing Panel Members

C8.4 Where a Panel Member or person serving on a Sub-Committee or Working Group wishes to recover any Recoverable Costs, he or she shall submit evidence of the Recoverable Costs in question to the Panel (or a named person approved by the Panel) for approval. The cost or expense in question shall only be approved to the extent that it is a Recoverable Cost, and only if the evidence is submitted in a timely manner (and in any event on or before the 20th Working Day following the end of the relevant Regulatory Year). Once approved, the evidence of the Recoverable Cost shall be submitted to SECCo for payment.

C8.5 Within 20 Working Days following receipt of evidence of a Recoverable Cost that has been approved in accordance with Section C8.4, SECCo shall pay the relevant amount to the relevant person.

SEC Costs to be Reimbursed by DCC

C8.6 The Recoverable Costs incurred by SECCo shall be reimbursed to SECCo by the DCC.

C8.7 SECCo may periodically invoice the DCC for the Recoverable Costs incurred, or reasonably expected to be incurred, by SECCo; provided that SECCo shall deduct from such Recoverable Costs amounts that SECCo has received by way of Application Fee payments and any amounts that represent previous overpayments by the DCC (due to the inaccuracy of SECCo estimates, or otherwise).

C8.8 The DCC shall pay each invoice submitted by SECCo in accordance with Section C8.7 within 10 Working Days of receipt of such invoice by the DCC.

C8.9 It is acknowledged that the DCC is entitled to recover amounts paid by it to SECCo in accordance with this Section C8 through the Charges (subject to the requirements of the DCC Licence).

C8.10 In the event that the DCC does not pay SECCo in accordance with Section C8.8, and subject to prior approval from the Authority, SECCo may invoice the Parties who hold Energy Licences for the unpaid amount (and those Parties shall pay the invoiced amounts to SECCo as if they were Charges). Where this Section C8.10 applies, the amount to be paid by each Party shall be determined in accordance with a methodology approved by the Authority, and all amounts paid shall be reimbursed by SECCo to the relevant Party (plus interest at the Non-Default Interest Rate) at such time as the Authority may determine.

Draft Budgets and Work Plans

C8.11 The Panel shall, during January of each year, prepare and circulate to all the Parties a draft budget for the next three Regulatory Years commencing thereafter (a **Draft Budget**).

C8.12 Each Draft Budget shall set out the Panel's good-faith estimate of the Recoverable Costs that it anticipates will be incurred (or committed to) during the relevant Regulatory Years, and shall be accompanied by a detailed work plan showing the activities and projects to which the relevant costs and expenses relate. Each Draft Budget must provide for limits (both individually and in the aggregate) on costs and expenses not expressly provided for in the budget which can be incurred without having to amend the budget.

Approval of Budgets

C8.13 In respect of the Draft Budget circulated in January for the next Regulatory Year commencing thereafter, the Panel shall:

(a) arrange for the circulation to all the Parties of the comments received from the Parties regarding the Draft Budget in the 20 Working Days following its circulation;

(b) consider and respond to those comments, and circulate its responses to all the

Parties;

(c) to the extent that it considers it appropriate to do so, amend the Draft Budget and/or the accompanying work plan in the light of those comments;

(d) approve the Draft Budget (subject to any such amendments) and publish that budget and the accompanying work plan on the Website; and

(e) specify a date in such publication (being not less than 15 Working Days following the date of publication) from which such budget will (subject to Section C8.14) become the **Approved Budget** for the relevant Regulatory Year.

Appeal of Budget

C8.14 Each of the Parties or Citizens Advice or Citizens Advice Scotland may appeal to the Authority the Panel's approval of a budget as the Approved Budget for a Regulatory Year. Any such appeal will only be validly made if notified to the Authority within 10 Working Days following the publication of such Draft Budget pursuant to Section C8.13(e), and if copied to the Panel. In the event an appeal is validly made, the Panel shall arrange for a copy of the appeal to be circulated to all the Parties, and:

(a) the Authority may give notice that it dismisses the appeal where it considers that the appeal is trivial or vexatious or has no reasonable prospect of success, in which case the budget approved by the Panel shall remain the Approved Budget; or

(b) the Authority may give notice that it will further consider the appeal, in which case the budget approved by the Panel shall remain the Approved Budget pending and subject to any interim directions issued by the Authority, and:

(i) where the Authority determines that the budget approved by the Panel is consistent with the General SEC Objectives, then such budget shall remain the Approved Budget; or

(ii) where the Authority determines that the budget approved by the Panel is not consistent with the General SEC Objectives, then either (as directed by the Authority):

(A) such budget shall be amended in such manner as the Authority may direct, and such budget as so amended will be Approved Budget; or

(B) the Panel shall produce a further Draft Budget and re-commence the process set out in Section C8.13.

Amendments to Budgets

C8.15 The Approved Budget relating to each Regulatory Year may be amended by the Panel from time to time (whether before during or after that Regulatory Year, and including in respect of Recoverable Costs already incurred), provided that the Panel has first:

(a) circulated and invited comments on the proposed amendments in accordance with Section C8.13 as if it were a Draft Budget; and

(b) circulated and considered any comments received on the proposed amendments within 20 Working Days of such circulation on the same basis as is referred to in Section C8.13.

Reports

C8.16 The Panel shall, as soon as is reasonably practicable following the end of each Regulatory Year, produce and circulate to Parties a report on the costs and expenses incurred (or committed to) during that Regulatory Year and the activities and projects to which those costs and expenses relate.

Audit

C8.17 The Panel shall arrange for the monies paid by and to SECCo pursuant to this Section C8 during each Regulatory Year to be audited by a firm of chartered accountants on an annual basis in order to verify whether the requirements of this Section C8 have been met.

C8.18 The Panel shall send a copy of such auditor's report to all the Parties within 10 Working Days of its receipt by the Panel.

SECTION D – MODIFICATION PROCESS

D1 RAISING MODIFICATION PROPOSALS

Modifications

D1.1 This Code may only be varied in accordance with the provisions of this Section D.

D1.2 Each variation of this Code must commence with a proposal made in accordance with the provisions of this Section D1 (a **Modification Proposal**).

Persons Entitled to Submit Modification Proposals

D1.3 A Modification Proposal may be submitted by any of the following persons (the **Proposer**):

(a) a Party;

(b) Citizens Advice or Citizens Advice Scotland;

(c) any person or body that may from time to time be designated in writing by the Authority for the purpose of this Section D1.3;

(d) the Authority or the DCC acting at the direction of the Authority, but in each case only in respect of variations to this Code which the Authority reasonably considers are necessary to comply with or implement:

(i) the EU Regulations; and/or

(ii) any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and

(e) the Panel (where all Panel Members at the relevant meeting vote unanimously in favour of doing so), but only in respect of variations to this Code which are intended to give effect to:

(i) recommendations contained in a report published by the Panel pursuant to Section C2.3(i) (Panel Duties);

(ii) recommendations contained in a report published by the Code

Administrator pursuant to Section C7.2(c) (Code Administrator);

(iii) Fast-Track Modifications (as described in Section D2 (Modification Paths)); and/or

(iv) consequential changes to this Code required as a result of changes proposed or already made to one or more other Energy Codes.

Form of the Proposal

D1.4 The Proposer must submit a Modification Proposal to the Code Administrator.

D1.5 The Code Administrator shall from time to time publish a prescribed form of Modification Proposal on the Website. The prescribed form must require the provision by the Proposer of all of the information set out in Section D1.7, and any other information that the Panel may reasonably approve.

D1.6 Each Proposer must use the prescribed form when submitting a Modification Proposal.

Content of the Proposal

D1.7 A Modification Proposal must contain the following information:

(a) the name of the Proposer;

(b) the name and contact details of an employee or representative of the Proposer who will act as a principal point of contact in relation to the proposal;

(c) the date on which the proposal is submitted;

(d) a description in sufficient detail of the nature of the proposed variation to this Code and of its intended purpose and effect;

(e) a statement of whether, in the opinion of the Proposer, the Modification Proposal should be a Path 1 Modification, a Path 2 Modification or a Path 3 Modification;

(f) a statement of whether the Proposer considers, in the light of any guidance on the topic issued by the Authority from time to time, that the Modification

Proposal should be treated as an Urgent Proposal (and, if so, its reasons for so considering);

(g) a statement of whether or not the Modification Proposal is intended to be a Fast-Track Modification (bearing in mind that only the Panel may raise Fast-Track Modifications);

(h) a statement of the reasons why the Proposer believes that this Code would, if the proposed variation were made, better facilitate the achievement of the SEC Objectives than if that variation were not made;

(i) a statement of whether the Proposer believes that there would be a material impact on Greenhouse Gas Emissions as a result of the proposed variation being made;

(j) a statement as to which parts of this Code the Proposer considers would require to be amended in order to give effect to the proposed variation or as a consequence of that variation (including legal drafting if the Proposer so wishes);

(k) a statement as to which Party Categories, in the opinion of the Proposer, are likely to be affected by the proposed variation;

(l) a statement of whether changes are likely to be required to other Energy Codes as a result of the proposed variation being made;

(m) a statement of whether, in the opinion of the Proposer, the Modification Proposal will require changes to DCC Systems, User Systems, Non-Gateway Supplier Systems and/or Smart Metering Systems; and

(n) the timetable in accordance with which the Proposer recommends that the proposed variation should be implemented (including the proposed implementation date).

Modification Register

D1.8 The Secretariat shall establish and maintain a register (the **Modification Register**) of all current and past Modification Proposals from time to time.

D1.9 The Modification Register shall contain, in respect of each Modification Proposal submitted pursuant to this Section D1:

(a) a unique reference number by which the Modification Proposal can be identified;

(b) a brief summary of the Modification Proposal and its purpose and effect;

(c) a copy of (or internet link to) the Modification Proposal;

(d) the stage of the process set out in this Section D that the Modification Proposal has reached;

(e) following the Modification Proposal's initial consideration by the Panel pursuant to Section D3:

(i) whether it is a Path 1 Modification, a Path 2 Modification or a Path 3 Modification;

(ii) whether the proposal is a Fast-Track Proposal; and

(iii) the timetable applying in respect of the Modification Proposal;

(f) whether the Authority has determined the Modification Proposal to be an Urgent Proposal;

(g) where the Modification Proposal has been submitted to the Refinement Process, the agendas and minutes for Working Group meetings;

(h) once it has been produced, the Modification Report for the Modification Proposal;

(i) once it has been made, the decision of the Panel (in the case of Fast-Track Modifications) or of the Change Board (in the case of all other Modification Proposals); and

(j) such other matters relating to the Modification Proposal as the Panel may reasonably determine from time to time.

D1.10 The Secretariat shall ensure that the Modification Register is updated at regular

intervals so that the information it contains in relation to each Modification Proposal is, so far as is reasonably practicable, accurate and up-to-date.

D1.11 The Secretariat shall ensure that the Modification Register is published on the Website, and that a copy of the Modification Register is sent to each Party at least once every month.

Representations from Parties

D1.12 Each Party shall be free to make written representations from time to time regarding each Modification Proposal. Such representations should be made to the Code Administrator in the first instance. The Code Administrator shall:

(a) in the case of Fast-Track Modifications, bring such representations to the attention of the Panel;

(b) in the case of Modifications Proposals (other than Fast-Track Modifications) which are not following the Refinement Process, consider such representations when producing the Modification Report; and

(c) in the case of Modifications Proposals (other than Fast-Track Modifications) which are following the Refinement Process, bring such representations to the attention of the relevant Working Group.

D2 MODIFICATION PATHS

General

D2.1 Each Modification Proposal will follow one of four modification paths (as described in this Section D2). The modification path to be followed in respect of a Modification Proposal will depend upon the nature of the variation proposed in the Modification Proposal.

D2.2 The Panel's determination (whether under Section D3.6 or subsequently) of whether a Modification Proposal is a Path 1 Modification, a Path 2 Modification or a Path 3 Modification shall be conclusive unless and until any contrary determination is made by the Authority in accordance with Section D4 (Authority Determinations).

D2.3 Where the Panel raises a Fast-Track Modification, such Modification Proposal shall be treated as a Fast-Track Modification unless and until any contrary determination is made by the Authority in accordance with Section D4 (Authority Determinations).

Path 1 Modifications: Authority-led

D2.4 A Modification Proposal that proposes variations to this Code that satisfy one or more of the following criteria shall have the status of a **Path 1 Modification**:

(a) the variations arise out of a Significant Code Review and the Authority directs the DCC to submit the Modification Proposal; and/or

(b) the Modification Proposal is submitted by the Authority or the DCC at the direction of the Authority pursuant to Section D1.3(d).

D2.5 The DCC shall submit a Modification Proposal in respect of any variations arising out of a Significant Code Review that the DCC is directed to submit by the Authority.

Path 2 Modifications: Authority Determination

D2.6 Unless it is a Path 1 Modification, a Modification Proposal that proposes variations to this Code that satisfy one or more of the following criteria shall have the status of a **Path 2 Modification**:

(a) the variations are likely to have a material effect on existing or future Energy

Consumers;

(b) the variations are likely to have a material effect on competition in the Supply of Energy or Commercial Activities connected with the Supply of Energy;

(c) the variations are likely to have a material effect on the environment, on access to or privacy of Data, on security of the Supply of Energy, and/or on the security of Systems and/or Smart Metering Systems;

(d) the variations are likely to have a material effect on the arrangements set out in Section C (Governance) or this Section D; and/or

(e) the variations are likely to unduly discriminate in their effects between one Party (or class of Parties) and another Party (or class of Parties).

Path 3 Modification: Self-Governance

D2.7 A Modification Proposal that is not a Path 1 Modification, a Path 2 Modification or a Fast Track Modification shall have the status of a **Path 3 Modification**.

Fast-Track Modifications

D2.8 The Panel may itself raise Modification Proposals where it considers it necessary to do so to correct typographical or other minor errors or inconsistencies in this Code (**Fast-Track Modifications**).

D3 INITIAL CONSIDERATION OF MODIFICATION PROPOSALS

Invalid Modification Proposals

D3.1 The Code Administrator shall refuse (and may only refuse) to accept the submission of a Modification Proposal that is not submitted:

(a) by a person entitled to submit Modification Proposals in accordance with Section D1.3 (Persons Entitled to Submit Modification Proposals); and/or

(b) in the form, and containing the content, required by Sections D1.6 (Form of the Proposal) and D1.7 (Content of the Proposal).

D3.2 Where the Code Administrator refuses to accept the submission of a Modification Proposal, it shall notify the Panel and the Proposer of that refusal as soon as is reasonably practicable, setting out the grounds for such refusal.

D3.3 Where the Panel is notified that the Code Administrator has refused to accept the submission of a Modification Proposal, the Panel may instruct the Code Administrator to accept the submission of that proposal (and Section D3.4 shall apply as if the Code Administrator had not refused to accept the Modification Proposal).

Initial Comment by the Code Administrator

D3.4 Unless the Code Administrator has refused to accept the submission of the Modification Proposal, the Code Administrator shall, within the time period reasonably necessary to allow the Panel to comply with the time periods set out in Section D3.5, submit to the Panel:

(a) each Modification Proposal; and

(b) without altering the Modification Proposal in any way and without undertaking any detailed evaluation of the Modification Proposal, the Code Administrator's written views on the matters that the Panel is to consider under Section D3.6.

Initial Consideration by the Panel

D3.5 The Panel shall consider each Modification Proposal and the accompanying

documents referred to in section D3.4:

(a) in the case of Modification Proposals expressed by the Proposer to be urgent,. within 5 Working Days after the proposal's submission; and

(b) in respect of all other Modification Proposals, at the next Panel meeting occurring more than 6 Working Days after the Modification Proposal's submission (provided that, in the case of Fast-Track Modifications, the Panel shall not consider the Modification Proposal earlier than 15 Working Days after it was raised).

D3.6 In considering each Modification Proposal pursuant to Section D3.6, the Panel shall determine:

(a) whether to refuse the Modification Proposal in accordance with Section D3.8;

(b) whether the Modification Proposal is a Path 1 Modification, a Path 2 Modification or a Path 3 Modification (taking into account the view expressed by the Proposer in the Modification Proposal and as described in Section D2);

(c) whether the Authority should be asked to consider whether the Modification Proposal should be treated as an Urgent Proposal (and, where the Proposer has expressed the Modification Proposal to be urgent, the Panel shall so ask the Authority);

(d) in the case of Fast-Track Modifications, whether the Modification Proposal should be approved or withdrawn (and such approval shall require the unanimous approval of all the Panel Members present at the relevant meeting);

(e) whether, in accordance with Section D3.9, it is necessary for the Modification Proposal to go through the Refinement Process, or whether it can progress straight to the Report Process;

(f) the timetable to apply in respect of the Modification Proposal, in accordance with the criteria set out in Section D3.10; and

(g) whether the Modification Proposal should be considered together with any other current Modification Proposal(s) (whether because they complement or

contradict one another or for any other reason), in which case the Modification Proposals in question shall be considered by the same Working Group.

D3.7 The Secretariat shall, as soon as reasonably practicable following the Panel's determination under Section D3.6 in respect of each Modification Proposal, confirm that determination to the Proposer and update the Modification Register.

Refusal by the Panel

D3.8 The Panel may not refuse a Path 1 Modification. Save in the case of Path 1 Modifications, the Panel may choose to refuse a Modification Proposal if that Modification Proposal has substantively the same effect as another Modification Proposal which was submitted by a Proposer on an earlier date and which:

(a) has not been refused, approved, rejected or withdrawn pursuant to this Section D at the time of the Panel's decision under this Section D3.8; or

(b) was refused or rejected pursuant to this Section D on a date falling within the period of two months immediately preceding the time of the Panel's decision under this Section D3.8.

Determining whether the Refinement Process should be followed

D3.9 The Panel shall determine whether each Modification Proposal must go through the Refinement Process, or whether it can progress straight to the Report Process. The Panel shall ensure that the following Modification Proposals are subject to the Refinement Process:

(a) those submitted by the Panel itself (other than Fast-Track Modifications);

(b) those that the Panel considers are likely to have an impact on the ability of the DCC to discharge its duties and comply with its obligations under the Relevant Instruments;

(c) those that the Panel considers are likely to require changes to DCC Systems, User Systems, Non-Gateway Supplier Systems and/or Smart Metering Systems; or

(d) any other Modification Proposals, unless the Panel considers them to be

clearly expressed and concerned solely with:

(i) insubstantial or trivial changes that are unlikely to be controversial (including typographical errors and incorrect cross-references); and/or

(ii) giving effect to variations that are mandated by the Relevant Instruments in circumstances where there is little or no discretion as to how they are to be given effect.

Timetable

D3.10 The Panel shall determine the timetable to be followed in respect of each Modification Proposal. In particular, the Panel shall:

(a) in the case of Path 1 Modifications, determine a timetable consistent with any relevant timetable issued by the Authority;

(b) in the case of Urgent Proposals, determine a timetable that is (or amend the existing timetable so that it becomes) consistent with any relevant timetable issued by the Authority; and

(c) (subject to Sections D3.10(a) and (b)) specify the date by which the Modification Report is to be finalised; being as soon as reasonably practicable after the Panel's decision in respect of such timetable (having regard to the complexity, importance and urgency of the Modification Proposal).

D3.11 The Panel may, whether at its own initiation or on the application of another person, determine amendments to the timetable applying from time to time to each Modification Proposal; provided that any such amendment is consistent with Section D3.10. The Secretariat shall, as soon as reasonably practicable following any Panel determination under this Section D3.11, confirm that determination to the Proposer and the Change Board and update the Modification Register.

D3.12 The Panel, the Code Administrator, the Secretariat, any relevant Working Group, the Change Board and the Parties shall each (insofar as within its reasonable control) complete any and all of the respective tasks assigned to them in respect of a Modification Proposal in accordance with the timetable applying to that Modification Proposal from time to time (including as provided for in Section D4.9).

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

D4 AUTHORITY DETERMINATIONS

Authority Determination of Modification Path

D4.1 This Section D4.1 applies in respect of each Modification Proposal that the Panel has determined to be a Path 2 Modification or a Path 3 Modification. The Authority may:

(a) at its own initiation, or on the application of a Party or Citizens Advice or Citizens Advice Scotland; and

(b) having consulted with the Panel,

determine that the Modification Proposal should properly (in accordance with Section D2) be considered (in the case of a Path 2 Modification) to be a Path 3 Modification or be considered (in the case of a Path 3 Modification) to be a Path 2 Modification. Any such determination shall be final and binding for the purposes of this Code.

Referral of Disputes to the Authority

D4.2 Where the Panel:

(a) refuses a Modification Proposal pursuant to Section D3 (Initial Consideration of Modification Proposals);

(b) determines that the Modification Proposal is a Path 1 Modification, a Path 2 Modification or a Path 3 Modification where such determination differs from the view of the Proposer expressed in the Modification Proposal; and/or

(c) determines a timetable (or an amendment to the timetable) in respect of the Modification Proposal which the Proposer considers inconsistent with the requirements of Section D3 (Initial Consideration of Modification Proposals),

then the Proposer may refer the matter to the Authority for determination in accordance with Section D4.3.

D4.3 The Proposer may only refer a matter to the Authority pursuant to Section D4.2 where such referral is made within 10 Working Days of the Proposer being notified by the Secretariat of the relevant matter. The Proposer shall send to the Panel a copy of any referral made pursuant to this Section D4.3.

D4.4 Where the Authority, after having consulted with the Panel, considers that the Panel's decision that is the subject of a matter referred to the Authority by a Proposer in accordance with Section D4.3 was made otherwise than in accordance with Section D3, then the Authority may determine the matter. Any such determination shall be final and binding for the purposes of this Code.

Authority Determination in respect of Urgent Proposals

D4.5 Where a Proposer has expressed a Modification Proposal to be urgent and/or where the Panel considers a Modification Proposal to be urgent, the Panel shall ask the Authority whether the Modification Proposal should be treated as an Urgent Proposal.

D4.6 A Modification Proposal shall only be an **Urgent Proposal** where the Authority directs the Panel to treat the Modification Proposal as an Urgent Proposal (whether following a referral by the Panel pursuant to Section D4.5, or at the Authority's own initiation).

D4.7 An Urgent Proposal shall be progressed:

(a) in accordance with any timetable specified by the Authority from time to time, and the Panel shall not be entitled to vary such timetable without the Authority's approval; and

(b) subject to any deviations from the procedure set out in this Section D as the Authority may direct (having consulted with the Panel).

Authority Determination in respect of Significant Code Reviews

D4.8 During a Significant Code Review Phase:

(a) the Panel shall report to the Authority on whether or not the Panel considers that any Modification Proposal on which the Change Board had not voted prior to the commencement of the Significant Code Review (whether submitted before or after the commencement of the Significant Code Review) falls within the scope of the Significant Code Review;

(b) the Panel may (subject to Section D4.8(d)) suspend the progress of any Modification Proposal that the Panel considers to fall within the scope of that

Significant Code Review;

(c) the Authority may (subject to Section D4.8(d)) direct the Panel to suspend the progress of any Modification Proposal that the Authority considers to fall within the scope of that Significant Code Review (and the Panel shall comply with such directions); and

(d) the Authority may direct the Panel to cease the suspension of any Modification Proposal that has been suspended pursuant to this Section D4.8 (and the Panel shall comply with such directions). Any and all suspensions pursuant to this Section D4.8 shall automatically cease at the end of the Significant Code Review Phase.

D4.9 The commencement and cessation of suspensions in respect of a Modification proposal pursuant to Section D4.8 shall have the effect of modifying the timetable applying to that Modification Proposal.

D5 WITHDRAWAL BY PROPOSER

Right to Withdraw

D5.1 Subject to Section D5.2, the Proposer for a Modification Proposal may withdraw the Modification Proposal on notice to the Secretariat at any time prior to the decision of the Change Board in respect of that Modification Proposal.

D5.2 In the case of Path 1 Modifications, the Proposer may only withdraw the Modification Proposal where the Proposer provides evidence that the Authority has given its consent to such withdrawal. The Proposer may not withdraw a Modification Proposal following any direction by the Authority to the Panel pursuant to Section D9.3 (Send-Back Process).

D5.3 As soon as is reasonably practicable after receiving any notice in accordance with Section D5.1, the Secretariat shall notify the Parties that the Proposer has withdrawn its support and shall update the Modification Register accordingly.

Adoption of Withdrawn Proposals

D5.4 Where, within 10 Working Days of the Secretariat sending notice under Section D5.3, the Secretariat receives notice from a Party that it is prepared to adopt the Modification Proposal, such Party shall (for all purposes in respect of this Code) be deemed thereafter to be the Proposer for the Modification Proposal (and, where the Secretariat receives more than one such notice, the first such notice shall have priority over the others).

D5.5 Where Section D5.4 applies, the Modification Proposal shall not be withdrawn, and the Secretariat shall notify the Parties and update the Modification Register.

Withdrawn Proposals

D5.6 Subject to Section D5.5, a Modification Proposal that has been withdrawn in accordance with Section D5.1 shall cease to be subject to the process set out in this Section D.

D6 REFINEMENT PROCESS

Application of this Section

D6.1 This Section D6 sets out the **Refinement Process**. This Section D6 only applies in respect of a Modification Proposal where it is determined that the Modification Proposal is to be subject to the Refinement Process in accordance with Section D3 (Initial Consideration of Modification Proposals). The Refinement Process never applies to Fast-Track Modifications.

Establishment of a Working Group

D6.2 Where this Section D6 applies, the Panel shall establish a group of persons (a **Working Group**) for the purposes set out in Section D6.8.

D6.3 Each Working Group so established must comprise:

(a) at least five individuals who:

(i) each have relevant experience and expertise in relation to the subject matter of the Modification Proposal (provided that there is no need to duplicate the experience and expertise available to the Working Group via the Technical Sub-Committee); and

(ii) whose backgrounds are broadly representative of the persons likely to be affected by the Modification Proposal if it is approved,

(and the Panel, with the cooperation of the Parties, shall seek to establish a standing list of persons with potentially relevant experience who may be willing to serve on Working Groups);

(b) where the Proposer nominates such a person, one person nominated by the Proposer; and

(c) a Working Group chair to be (subject to Section D6.4) selected from among the members of the Working Group by such members.

D6.4 The Code Administrator shall attend meetings of the Working Groups established pursuant to this Section D6, and support the activities of such Working Groups. The

Code Administrator shall provide feedback to any Party that requests it regarding the progress of the Refinement Process and the outcome of Working Group meetings. Where the Panel or the relevant Working Group so determines, the Code Administrator shall act as chair of a Working Group.

D6.5 A person appointed to serve on a Working Group, when acting in that capacity, shall act in a manner designed to facilitate the performance by the Panel of its duties under this Code.

D6.6 Each person appointed to serve on a Working Group must, before that appointment takes effect, confirm in writing to SECCo (for the benefit of itself and each Party) that that person:

(a) agrees to serve on that Working Group and to do so in accordance with this Code, including the requirements of Section D6.5; and

(b) will be available as reasonably required throughout the Refinement Process for the Modification Proposal, both to attend Working Group meetings and to undertake work outside those meetings as may reasonably be required.

D6.7 Except to the extent inconsistent with this Section D6, the provisions of Section C6 (Sub-Committees) shall apply in respect of each Working Group as if that Working Group was a Sub-Committee.

Purpose of Refinement Process

D6.8 The purpose of the Refinement Process is to:

(a) consider and (to the extent necessary) clarify the likely effects of the Modification Proposal, including to identify the Parties, Party Categories, Energy Consumers and other persons likely to be affected by the Modification Proposal;

(b) evaluate and (to the extent necessary) develop and refine the content of the Modification Proposal;

(c) evaluate and (to the extent necessary) amend the proposed implementation timetable of the Modification Proposal, including (where relevant) so as to

ensure consistency with the Panel Release Management Policy (provided that the proposed implementation timetable of a Path 1 Modification cannot be so amended);

(d) consider (to the extent the Working Group considers necessary) the impact which the Modification Proposal would have, if approved, on the matters referred to in Section D6.9;

(e) seek (to the extent the Working Group considers necessary) the Technical Sub-Committee's views of the impact which the Modification Proposal would have, if approved, on the DCC Systems and Smart Metering Systems; provided that the Working Group shall always seek such views:

(i) in respect of proposals to modify the Technical Specifications; and/or

(ii) where the Technical Sub-Committee has notified the Working Group that the Technical Sub-Committee wishes to express a view;

(f) seek (to the extent the Working Group considers necessary) the Security Sub-Committee's views on the Modification Proposal; provided that the Working Group shall always seek such views:

(i) in respect of proposals to modify the Security Assurance Arrangements; and/or

(ii) where the Security Sub-Committee has notified the Working Group that the Security Sub-Committee wishes to express a view;

(g) seek (to the extent the Working Group considers necessary) the SMKI PMA's views on the Modification Proposal; provided that the Working Group shall always seek such views:

(i) in respect of proposals to modify the SMKI SEC Documents; and/or

(ii) where the SMKI PMA has notified the Working Group that the SMKI PMA wishes to express a view;

(h) consider whether, if the Modification Proposal is approved, this Code would better facilitate the achievement of the SEC Objectives than if the

Modification Proposal was rejected;

(i) consider whether it is likely that there would be a material impact on Greenhouse Gas Emissions as a result of the Modification Proposal being approved, and (if so) assessing such impact (which assessment shall be conducted in accordance with any guidance on the evaluation of Greenhouse Gas Emissions issued by the Authority from time to time); and

(j) consider whether, if the Modification Proposal is approved, changes are likely to be required to other Energy Codes as a result.

Analysis by the DCC

D6.9 At the request of a Working Group established pursuant to this Section D6 in respect of a Modification Proposal, the DCC shall prepare an analysis of how the following matters would be affected if that Modification Proposal were to be approved:

(a) the ability of the DCC to discharge its duties and comply with its obligations under the Relevant Instruments; and/or

(b) the extent to which changes would be required to DCC Systems, User Systems, Non-Gateway Supplier Systems and/or Smart ~~metering~~Metering Systems; and (if so) the likely development, capital and operating costs associated with such changes and any consequential impact on the Charges.

D6.10 The DCC shall provide such further explanation of any analysis prepared pursuant to Section D6.9 as the Working Group may reasonably require.

D6.11 In considering whether the approval of a Modification Proposal would better facilitate the achievement of the SEC Objectives than the rejection of the Modification Proposal, the Working Group shall have regard to any analysis provided by the DCC pursuant to Section D6.9.

Working Group Consultation

D6.12 Each Working Group established pursuant to this Section D6 in respect of a Modification Proposal shall consider any representations made to it by Parties from time to time regarding the subject-matter of the Modification Proposal.

D6.13 Each Working Group established pursuant to this Section D6 in respect of a Modification Proposal shall undertake at least one formal consultation in respect of the Modification Proposal seeking views on the matters set out in Section D6.8. The Working Group shall consult with the Parties, Citizens Advice or Citizens Advice Scotland and (where appropriate) any interested third parties (including, where relevant, Energy Consumers and/or those who represent or advise Energy Consumers).

D6.14 Each Working Group established pursuant to this Section D6 in respect of a Modification Proposal shall publish on the Website, and bring to the Parties' attention, a document (the **Consultation Summary**) containing the following:

(a) the final consultation draft of the Modification Proposal, including in particular the legal text of the proposed variation and the proposed implementation timetable;

(b) all consultation responses received and not marked as confidential; and

(c) a statement of whether the Working Group considers that the approval of the Modification Proposal would better facilitate the achievement of the SEC Objectives than the rejection of the Modification Proposal (and if so why).

Alternative Proposals

D6.15 Alternative Proposals may arise in one of two ways:

(a) where the majority of the Working Group considers that there is more than one variation to this Code that could achieve the purpose of the Modification Proposal (and that each such variation would, if made, better facilitate the achievement of the SEC Objectives than if that variation were not made), then the Working Group may decide to submit more than one proposed variation to this Code (identifying one proposal as its preferred variation, and the others as **Alternative Proposals**); and/or

(b) where the Proposer, or the person appointed to the Working Group pursuant to Section D6.3(b), objects to the proposed variation(s) to this Code preferred by the majority of the Working Group, such person may insist that the variation to

this Code that it prefers is included in addition (an **Alternative Proposal**).

D6.16 References in this Section D to a Modification Proposal shall (except where the context otherwise requires) be deemed to include reference to any Alternative Proposal included in accordance with Section D6.15.

D7 REPORT PHASE

Modification Report

D7.1 The Code Administrator shall, in respect of each Modification Proposal, prepare a written report on the proposal (the **Modification Report**); provided that no Modification Report shall be required for Fast-Track Modifications. This stage of the process is referred to as the **Report Phase**.

D7.2 The Code Administrator shall prepare the Modification Report for each Modification Proposal:

(a) where the Refinement Process has been followed, in accordance with the instructions of the relevant Working Group; or

(b) where the Refinement Process has not been followed, on the basis of the Modification Proposal and in consultation with the Proposer.

Content of the Modification Report

D7.3 The Modification Report for each Modification Proposal shall:

(a) be addressed and delivered to the Panel;

(b) set out the legal text of the proposed variation to this Code (and, where applicable, set out the alternative legal text of the Alternative Proposal);

(c) specify the proposed implementation timetable (including the proposed implementation date);

(d) specify the likely effects of the proposed variation if it is implemented;

(e) specify, in the opinion of the Working Group (or, where the Refinement Process was not followed, the Code Administrator), which Party Categories are likely to be affected by the Modification Proposal;

(f) specify whether the implementation of the Modification Proposal -will require changes to DCC Systems, User Systems, Non-Gateway Supplier Systems and/or Smart Metering Systems; and (if so) the likely development, capital and operating costs associated with such changes and any consequential impact on

the Charges;

(g) specify whether, if the Modification Proposal is approved, this Code would better facilitate the achievement of the SEC Objectives than if the Modification Proposal was rejected;

(h) specify whether it is likely that there would be a material impact on Greenhouse Gas Emissions as a result of the Modification Proposal being approved, and (if so) assessing such impact (which assessment shall be conducted in accordance with any guidance on the evaluation of Greenhouse Gas Emissions issued by the Authority from time to time);

(i) specify whether, if the Modification Proposal is approved, changes are likely to be necessary to other Energy Codes, and whether changes have been proposed in respect of the affected Energy Codes; and

(j) where the Modification Proposal was subject to the Refinement Process prior to the Report Phase, include:

(i) the Consultation Summary produced by the Working Group in respect of the Modification Proposal;

(ii) a summary of any views provided by the Technical Sub-Committee, the Security Sub-Committee or the SMKI PMA in respect of the Modification Proposal pursuant to Section D6.8 (Purpose of the Refinement Process); and

(iii) a summary of any analysis provided by the DCC pursuant to Section D6.9 (Analysis by the DCC).

Consideration of the Modification Report

D7.4 Upon completion of the Modification Report, the Code Administrator will place such report on the agenda for the next meeting of the Panel. Where the Refinement Process was followed, a member of the relevant Working Group shall attend that Panel meeting, and may be invited to present the findings of the Working Group to the Panel and/or answer the questions of Panel Members in respect of the Modification Report.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

D7.5 The Panel shall consider each Modification Report and shall determine whether to:

(a) return the Modification Report back to the Working Group (or, where there was no Refinement Process, the Code Administrator) for further clarification or analysis (in which case, the Panel shall determine the timetable and terms of reference of such further analysis); or

(b) allow the Modification Report to proceed to the Modification Report Consultation.

D7.6 The Panel shall not make any statement regarding whether it believes the Modification Proposal should be successful.

D7.7 Where the Panel determines that a Modification Report is to proceed to the Modification Report Consultation, the Panel shall determine:

(a) the timetable for such Modification Report Consultation, including the period for which the consultation is to remain open (which cannot be more than 15 Working Days); and

(b) the Party Categories that the Panel considers are likely to be affected by the Modification Proposal.

Modification Report Consultation

D7.8 Where the Panel determines that a Modification Report is to proceed to the Modification Report Consultation, the Code Administrator shall arrange for a consultation seeking the views of Parties (other than the DCC) on the Modification Report (the **Modification Report Consultation**). The Code Administrator shall:

(a) invite consultation responses in accordance with the timetable determined by the Panel and in the form referred to in Section D7.9;

(b) collate the responses received during the consultation, and add those responses to the Modification Register; and

(c) place the Modification Report on the agenda for the next meeting of the Change Board following the collation of such consultation responses.

D7.9 Each Modification Report Consultation shall allow for each Party (other than the DCC) that wishes to respond to the consultation to respond by way of a form that provides for a response in one of the following manners (where applicable, in respect of the Modification Proposal and the Alternative Proposal separately):

(a) 'no interest' where the Party considers that it and its Party Category are unlikely to be affected by the Modification Proposal;

(b) 'abstain' where the Party wishes to abstain for reasons other than as described in Section D7.9(a);

(c) 'approve' where the Party considers that making the variation would better facilitate the achievement of the SEC Objectives than if the variation was rejected; or

(d) 'reject' where the Party considers that not making the variation would better facilitate the achievement of the SEC Objectives than if the variation was approved,

and which prompts the Party to give a reason for its response by reference to the SEC Objectives.

D7.10 Each Party's response to a Modification Report Consultation will only be validly given if made on the forms provided and received on or before the deadline for responses.

D8 CHANGE BOARD AND CHANGE BOARD DECISION

Establishment of the Change Board

D8.1 The Panel shall establish a Sub-Committee for the purposes of this Section D8, to be known as the **Change Board**. Save as expressly set out in this Section D8, the Change Board shall be subject to the provisions concerning Sub-Committees set out in Section C6 (Sub-Committees).

Function of the Change Board

D8.2 The function of the Change Board shall be to:

(a) facilitate the development, refinement and discussion of potential variations to this Code prior to their formal submission as Modification Proposals;

(b) consider each Modification Report and the responses received in response to the Modification Report Consultation; and

(c) decide whether to approve or reject the Modification Proposal in the form set out in the Modification Report (and, where applicable, whether to approve or reject each Alternative Proposal).

Effect of the Change Board Decision

D8.3 The effect of the Change Board decision shall:

(a) in the case of Path 1 Modifications and Path 2 Modifications, be to recommend to the Authority that the variation be approved or rejected; or

(b) in the case of Path 3 Modifications, be to approve or reject the variation.

Membership of the Change Board

D8.4 The following persons shall serve on the Change Board (each being a **Change Board Member**):

(a) one person nominated jointly by Citizens Advice and Citizens Advice Scotland;

(b) one person appointed by each of the Voting Groups within the Party Category representing the Large Supplier Parties;

(c) three persons appointed by the Party Category representing the Small Supplier Parties;

(d) three persons appointed by the Party Categories representing Electricity Network Parties and the Gas Network Parties collectively; and

(e) three persons appointed by the Party Category representing the Other SEC Parties.

D8.5 Each Voting Group, Party Category or Party Categories (as applicable) referred to in each sub-section of Section D8.4 shall nominate its appointee(s) to serve as Change Board Member(s) to the Secretariat. Each Change Board Member shall serve for a term of one year, and shall be capable of being reappointed at the end of that term. The relevant Voting Group, Party Category or Party Categories may (on notice to the Secretariat) establish a rota whereby more than one person shares the office of Change Board Member.

D8.6 It shall be for the Parties within the relevant Party Category or Party Categories (as applicable) referred to in each sub-section of Section D8.4 to determine how they agree between themselves on the identity of each person to be appointed as a Change Board Member on their behalf. In the event that the Parties within such Party Category or Party Categories cannot so agree, the Secretariat shall seek the preference of the Parties within the relevant Party Category or Party Categories (as applicable) and the person preferred by the majority of those Parties that express a preference (on a one-vote-per-Party basis) shall be appointed as a Change Board Member. In the absence of a majority preference the relevant Change Board Member position shall remain unfilled.

D8.7 The Panel shall only be entitled to remove a Change Board Member from office where such Change Board Member is repeatedly absent from meetings to an extent that frustrates the proceedings of the Change Board. The Voting Group by which a Change Board Member was appointed pursuant to Section D8.4(b) shall be entitled to remove that Change Board Member by notice in writing to the Secretariat. The Party

Category or Party Categories (as applicable) referred to in each other sub-section of Section D8.4 shall be entitled to remove the Change Board Member appointed by them from office by notice in writing to the Secretariat; provided that the majority of the Parties within the relevant Party Category or Party Categories (as applicable) must approve such removal.

Duties of Change Board Members

D8.8 The Consumer Member serving on the Change Board will, when acting as a Change Board Member, act in a manner consistent with the statutory functions of Citizens Advice or Citizens Advice Scotland. Each other Change Board Member will act in the interests of the Voting Group, Party Category or Party Categories (as applicable) by which the Change Board Member was appointed.

D8.9 In giving effect to his or her duties under Section D8.8, each Change Board Member (other than the Consumer Member) shall:

(a) be guided (but not bound) by the responses to the Modification Report Consultation given by Parties within the Voting Group, Party Category, or Party Categories (as applicable) by which such Change Board Member was appointed;

(b) seek to clarify with the relevant Party any responses to the Modification Report Consultation that are not clear to the Change Board Member, or which the Change Board Member considers to be based on a misunderstanding of the facts;

(c) seek to act in the best interests of the majority, whilst representing the minority view (and, where a majority is not significant, the Change Board Member should consider whether abstention from the vote best represents the interests of the Change Board Member's constituents); and

(d) be entitled to vote or abstain without regard to the Panel's indication of which Party Categories the Panel considered to be affected by the Modification Proposal.

D8.10 The confirmation to be given by each Change Board Member to SECCo in

accordance with Section C6.9 (Member Confirmation) shall refer to Section D8.8 in place of Section C6.8.

Proceedings of the Change Board

D8.11 The Code Administrator shall chair the Change Board meetings. The chair shall have no vote (casting or otherwise).

D8.12 The quorum for Change Board meetings shall be:

(a) at least three persons appointed by the Large Supplier Parties;

(b) at least one person appointed by the Small Supplier Parties;

(c) at least two persons appointed by the Electricity Network Parties and Gas Network Parties collectively; and

(d) at least one person appointed by the Other SEC Parties,

provided that fewer (or no) appointees from a Party Category shall be required where that Party Category has not appointed that many (or any) Change Board Members; and further provided that no appointees from a Party Category shall be required where the Panel indicated pursuant to Section D7.7(b) that that Party Category was not likely to be affected by the Modification Proposal in question.

D8.13 In addition to those persons referred to in Section C5.13, representatives of the DCC shall be entitled to attend and speak (but not vote) at each meeting of the Change Board.

The Change Board Vote

D8.14 In respect of each Modification Report referred to the Change Board, the Change Board shall vote:

(a) whether to recommend to the Panel that the Panel consider returning the Modification Report to the Working Group (or, where there was no Refinement Process, the Code Administrator) for further clarification or analysis; and if not

(b) whether to approve the variation set out in the Modification Report or any

Alternative Modification (on the basis that the Change Board may only approve one of them).

D8.15 A vote referred to in Section D8.14 shall take the form of a vote by:

(a) the Consumer Member serving on the Change Board;

(b) the Change Board Members appointed by the Voting Groups within the Party Category representing the Large Supplier Parties (whose collective vote shall be determined in accordance Section D8.16);

(c) the Change Board Members appointed by the Party Category representing the Small Supplier Parties (whose collective vote shall be determined in accordance with Section D8.16);

(d) the Change Board Members appointed by the Party Categories representing Electricity Network Parties and the Gas Network Parties (collectively) (whose collective vote shall be determined in accordance with Section D8.16); and

(e) the Change Board Members appointed by the Party Category representing the Other SEC Parties (whose collective vote shall be determined in accordance with Section D8.16),

and a vote pursuant to Section D8.14 shall only be successfully passed if the majority of the votes cast in accordance with this Section D8.15 are cast in favour. For the avoidance of doubt: an abstention shall be treated as if no vote was cast; where there are no Change Board Members present from within the categories referred to in each of Sections D8.15(a) to (e) they shall be deemed to have abstained; and a tie amongst the votes cast shall not be a vote in favour.

D8.16 Each of the collective votes by Change Board Members referred to in Section D8.15(b) to (e) shall be determined by a vote among the relevant Change Board Members, such vote to be undertaken on the basis:

(a) of one vote per Change Board Member; and

(b) that the majority of those Change Board Members that are present must vote in favour in order for the collective vote to be considered a vote in favour (and,

for the avoidance of doubt, a tie amongst the votes cast shall not be a vote in favour).

D8.17 In casting his or her vote, each Change Board Member must record the reason for his or her vote, and where voting on whether or not to approve a variation must explain whether the making of the variation would better facilitate the achievement of the SEC Objectives than if the variation was rejected.

Communicating the Change Board Vote

D8.18 Following the vote of the Change Board in respect of each Modification Report, the Code Administrator shall update the Modification Register to include the outcome of the vote and the reasons given by the Change Board Members pursuant to Section D8.17.

D8.19 Where the outcome of the Change Board vote is to recommend to the Panel that the Panel consider returning the Modification Report for further clarification or analysis (as referred to in Section D8.14(a)), the Panel may either follow such recommendation or return the Modification Report to the Change Board without any further clarification or analysis. Where the Panel returns the Modification Report to the Change Board without any further clarification or analysis, the Change Board shall not vote again on the matters referred to in Section D8.14(a) and must vote on whether to approve the variation (as referred to in Section D8.14(b)).

D8.20 Where the Change Board votes on whether to approve a variation set out in a Modification Report (as referred to in Section D8.14(b)), the Code Administrator shall communicate the outcome of that vote to the Authority and the Panel, and shall send copies of the following to the Authority:

(a) the Modification Report;

(b) the Modification Report Consultation and the responses received in respect of the same; and

(c) the outcome of the Change Board vote, including the reasons given by the Change Board Members pursuant to Section D8.17.

D9 MODIFICATION PROPOSAL DECISION

General

D9.1 The final decision as to whether or not to approve a Modification Proposal shall depend upon whether the Modification Proposal is:

(a) a Path 1 Modification or a Path 2 Modification;

(b) a Path 3 Modification; or

(c) a Fast-Track Modification.

Path 1 Modifications and Path 2 Modifications

D9.2 A Path 1 Modification or a Path 2 Modification shall only be approved where the Authority determines that the Modification Proposal shall be approved (which determination shall, without prejudice to section 173 of the Energy Act 2004, be final and binding for the purposes of this Code). In making such determination, the Authority will have regard to:

(a) its objectives and statutory duties under the Electricity Act and the Gas Act;

(b) whether or not the approval of the variation would better facilitate the achievement of the SEC Objectives than if the variation was rejected;

(c) the decision of the Change Board in respect of the Modification Proposal, which shall be considered to constitute a recommendation by the Parties as to whether or not to approve the Modification Proposal; and

(d) such other matters as the Authority considers appropriate.

Send-Back Process

D9.3 Where the Authority considers that it is unable to form an opinion in relation to a Modification Proposal submitted to it, then it may issue a direction to the Panel specifying any additional steps that the Authority requires in order to form such an opinion (including drafting or amending the proposed legal text, revising the proposed implementation timetable, and/or revising or providing additional analysis and/or

information). Where the Authority issues a direction to the Panel pursuant to this Section D9.3:

(a) the decision of the Change Board in respect of the Modification Proposal shall be null and void;

(b) the Panel shall send the Modification Proposal back to the relevant Working Group (or shall establish a Working Group) to consider the matters raised by the Authority, and to prepare a revised Modification Report;

(c) the Panel shall revise the timetable applying to the Modification Proposal; and

(d) the Secretariat shall update the Modification Register to record the status of the Modification Proposal.

Path 3 Modifications

D9.4 A Path 3 Modification shall only be approved where the Change Board votes to approve the Modification Proposal, subject to the following:

(a) any Party that disagrees with the decision of the Change Board, may (within 10 Working Days following the publication of that decision) refer the matter to the Panel, and the Panel shall determine whether it wishes to reverse the decision of the Change Board;

(b) any Party that disagrees with the decision of the Panel pursuant to Section D9.4(a), may (within 10 Working Days following the publication of that decision) refer the matter to the Authority, and the Authority shall determine whether the Modification Proposal should be rejected or approved in accordance with Section D9.2 (which determination shall, without prejudice to section 173 of the Energy Act 2004, be final and binding for the purposes of this Code); and

(c) accordingly, where the consequence of the Panel's or the Authority's determination is that the Modification Proposal is to be rejected (where it has previously been approved) the Modification Proposal shall be cancelled and not implemented (or, if already implemented, shall be reversed).

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

Fast-Track Modifications

D9.5 In the case of a Fast-Track Modification, any decision of the Panel under Section D3.6 to approve the Modification Proposal shall be final, subject to the following:

(a) where the Panel has raised a Fast-Track Modification, any Party may notify the Panel that the Party believes that the procedure for Fast-Track Modifications is inappropriate given the nature of the variation in question (and the Party should give reasons to substantiate this belief);

(b) when the Panel considers the status of the Fast-Track Modification in accordance with Section D3.6 (Initial Consideration of Modification Proposals), it shall consider any notifications received pursuant to Section D9.5(a);

(c) where the Panel nevertheless determines under Section D3.6 (Initial Consideration of Modification Proposals) that the Modification Proposal should be approved, the Panel shall notify the Party that raised the issue under Section D9.5(a);

(d) such Party may, within 10 Working Days thereafter, refer the matter to the Authority for final determination; and

(e) following a referral to the Authority in accordance with Section D9.5(d), where the Authority determines that the Panel's decision to follow the Fast-Track Procedure was inappropriate given the nature of the variation in question, the Modification Proposal shall be cancelled and not implemented (or, if already implemented, shall be reversed).

D10 IMPLEMENTATION

General

D10.1 Once a Modification Proposal has been approved in accordance with Section D9 (Modification Proposal Decision), the Panel shall ensure that this Code is varied in accordance with that Modification Proposal, as set out in this Section D10.

Implementation

D10.2 The Panel shall, at the next Panel meeting after a Modification Proposal has been approved:

(a) determine what actions are required in order to ensure that the approved variation to this Code is made in accordance with the approved implementation timetable; and

(b) set a timetable for the completion of each of those actions.

D10.3 It shall be the duty of the Panel to ensure that the actions which are required to secure that an approved variation to this Code is made in accordance with the approved implementation timetable are taken.

D10.4 Each Party shall co-operate with the Panel to the extent required to ensure that such variation is made with effect from such date.

Subsequent Amendment to Implementation Timetable

D10.5 Where, having regard to representations received from the Code Administrator or from any Party, the Panel considers that it is not reasonably practicable to make the approved variation to this Code in accordance with the approved implementation timetable:

(a) the Panel may request the Authority to direct that a new implementation timetable be substituted for the first such timetable; and

(b) where the Authority makes such a direction following a request by the Panel, the implementation timetable directed by the Authority shall have effect in substitution for the first such timetable, and the requirements of this Section

D10 shall be defined by relation to that later date.

D10.6 Without prejudice to the generality of Section D10.5, the Panel shall make a request to the Authority under that Section where:

(a) the decision of the Authority to approve the relevant Modification Proposal is subject to an appeal pursuant to section 173 of the Energy Act 2004 or is challenged by judicial review; and

(b) the Panel considers that it is appropriate in the circumstances for the timetable to be delayed given such appeal or challenge.

Release Management

D10.7 To the extent that implementation of an approved Modification Proposal will involve Release Management (or require the DCC or Users to undertake Release Management as a consequence of the Modification Proposal), the Panel shall ensure that such implementation is undertaken in accordance with a policy for Release Management (the "**Panel Release Management Policy**").

D10.8 The Panel shall ensure that the Panel Release Management Policy:

(a) defines the scope of the matters that are to be subject to the policy in a manner consistent with the Service Management Standards;

(b) includes a mechanism for setting priorities for different types of such matters;

(c) defines periods of change-freeze where no such matters may be implemented; and

(d) defines periods of notice to be given to the Users prior to the implementation of such matters.

D10.9 The Panel shall make the Panel Release Management Policy available to the DCC and Users on the SEC Website. The Panel shall consult with the DCC and Users before it first establishes the Panel Release Management Policy, and before it makes any changes to the Panel Release Management Policy.

SECTION E: REGISTRATION DATA

E1 RELIANCE ON REGISTRATION DATA

DCC

E1.1 The DCC shall, from time to time, use and rely upon the Data provided to it pursuant to Section E2 as most recently updated pursuant to Section E2 (the **Registration Data**); provided that the DCC shall be allowed up to three hours from receipt to upload such Data to the DCC Systems.

E1.2 Without prejudice to the generality of Section E1.1, the DCC shall use and rely upon the Registration Data when:

(a) assessing a User's eligibility to receive certain Services (as described in Section H4 (Processing Service Requests); and

(b) calculating the Charges payable by a Party.

E1.3 The DCC shall have no liability to any Party where it provides (or does not provide) a Service in circumstances where it should not (or should) have done so, to the extent that the same arises due to inaccuracies in the Registration Data that are not caused by the DCC.

Panel

E1.4 The Panel shall periodically request from the DCC any Registration Data reasonably required by the Panel in relation to the proper exercise of its duties, powers and functions, including the Registration Data required by the Panel to establish into which Party Category a Party falls. Where aggregated or anonymised data (or similar) is sufficient for the Panel's needs, the Panel shall request, and the DCC shall provide, the data in such format.

E1.5 The DCC shall provide to the Panel any Registration Data requested by the Panel in accordance with Section E1.4.

E1.6 The Panel (and the Secretariat) shall, from time to time, use and rely upon the

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Registration Data most recently provided to the Panel pursuant to Section E1.5.

E2 PROVISION OF DATA

Responsibility for Providing Electricity Registration Data

E2.1 The Electricity Network Party in respect of each ~~Metering Point on~~MPAN relating to its network shall provide (or procure that its Registration Data Provider provides) the following information to the DCC in respect of that ~~Metering Point~~MPAN (insofar as such information is recorded in the relevant registration systems). The information in question is the following:

(a) the identity of the Registration Data Provider for the ~~Metering Point~~MPAN;

~~(b) the MPAN for the Metering Point;~~

~~(c)~~(b) whether or not the ~~Metering Point~~ MPAN has a status that indicates that it is ~~energised~~ ('traded' (as identified in the MRA ~~as 'traded'~~), and the effective date of that status;

~~(d)~~(c) the identity of each person which has been (at any time within the 24 months preceding the date on which the Registration Data is provided), is, or is due to become Registered in respect of the ~~Metering Point~~MPAN, including (to the extent applicable) the date on which each such person became or ceased to be (or is to become or ceased to be) Registered in respect of the ~~Metering Point;~~MPAN;

~~(e)~~(d) the identity of each person which has been (at any time within the 24 months preceding the date on which the Registration Data is provided), is, or is due to become the Meter Operator in respect of the ~~Metering Point~~MPAN, including (to the extent applicable) the date on which each such person became or ceased to be (or is to become or ceased to be) Meter Operator in respect of the ~~Metering Point~~MPAN;

~~(f)~~(e) the address, postcode and UPRN for the Metering Point to which the MPAN relates;

~~(g)~~(f) the direction of energy flow to or from the Metering Point to which the MPAN relates (and the date from which that direction of flow has been effective);

~~(h)~~(g) the profile class (as defined in the MRA) assigned to the ~~Metering Point~~MPAN, and each and every other (if any) profile class assigned to the ~~Metering Point~~MPAN at any time within the 24 months preceding the date on which the Registration Data is provided (including the date from and to which such profile class was effective); and

~~(i)~~(h) details of whether an objection has been received regarding a change to the person who is to be Registered in respect of the ~~Metering Point~~MPAN, and whether that objection has been removed~~,~~ or upheld ~~or~~, or has resulted in the change to the person who is to be Registered being withdrawn (as at the date on which the Registration Data is provided).

Responsibility for Providing Gas Registration Data

E2.2 The Gas Network Party in respect of each Supply Meter Point on its network shall provide (or procure that its Registration Data Provider provides) the following information to the DCC in respect of that Supply Meter Point (insofar as such information is recorded in the relevant registration systems). The information in question is the following:

(a) the identity of the Registration Data Provider for the Supply Meter Point;

(b) the identity of the Gas Network Party for the network to which the Supply Meter Point relates, and the identity of the Gas Network Party for any network to which the Supply Meter Point related at any time within the 24 months preceding the date on which the Registration Data is provided (and the date from and to which that was the case);

(c) the MPRN for the Supply Meter Point;

(d) whether or not the Supply Meter Point has a status that indicates that gas is offtaken at that point (as identified in the UNC), and the effective date of that status;

(e) the identity of each person which has been (at any time within the 24 months preceding the date on which the Registration Data is provided), is, or is due to become Registered in respect of the Supply Meter Point, including (to the

extent applicable) the date on which each such person became or ceased to be (or is to become or ceased to be) Registered in respect of the Supply Meter Point;

(f) the identity of each person which has been (at any time within the 24 months preceding the date on which the Registration Data is provided), is, or is due to become the Meter Asset Manager in respect of the Supply Meter Point, including (to the extent applicable) the date on which each such person became or ceased to be (or is to become or ceased to be) Meter Asset Manager in respect of the Supply Meter Point;

(g) the address, postcode and UPRN for the Supply Meter Point; and

(h) whether the Supply Meter Point serves a Domestic Premises or Non-Domestic Premises.

Obligation on DCC to Provide Data

E2.3 The DCC shall provide the information set out in Section E2.~~5~~4 to the Registration Data Provider nominated by each Electricity Network Party and each Gas Network Party~~.~~ (as such information is further described in the Registration Data Interface Documents).

E2.4 The information to be provided by the DCC:

(a) to each Electricity Network Party's Registration Data Provider is:

(i) whether there is (or used to be) an Enrolled Smart Metering System associated with each of the ~~Metering Points on~~MPANs relating to the Electricity Network Party's network (and the date of its Enrolment or Withdrawal); and

(ii) the identity of the person which the DCC believes to be Registered in respect of each ~~Metering Point on~~of the MPANs relating to the Electricity Network Party's network; and

(b) to each Gas Network Party's Registration Data Provider is whether there is (or used to be) an Enrolled Smart Metering System associated with each of the

Supply Meter Points on the Gas Network Party's network (and the date of its Enrolment or Withdrawal).

Frequency of Data Exchanges

E2.5 A full set of the Data to be exchanged under this Section E2 shall be provided on or before the date on which this Section E2.5 comes into full force and effect. Thereafter, the Data to be exchanged under this Section E2 shall (subject to Section E2.8) be provided by way of incremental updates to Data previously provided (so that only Data that has changed is updated).

E2.6 The incremental updates to Data to be provided in accordance with this Section E2 shall be updated at ~~least once each day, and otherwise at any~~the frequency and/or time required in accordance with the ~~Electricity~~ Registration Data Interface Documents~~ or the Gas Registration Data Interface Documents (as applicable).~~.

E2.7 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider shall:

(a) where a full set of the Registration Data Provider's Registration Data has been requested, use all reasonable endeavours (including working outside of normal business hours where reasonably necessary) to provide the DCC with such data as soon as reasonably practicable following such request (and in any event within the shorter of three Working Days or four days); or

(b) where a subset of the Registration Data Provider's Registration Data has been requested, provide the DCC with the requested Data in accordance with the Registration Data Incident Management Policy.

Registration Data ~~Interfaces~~Interface

E2.8 The DCC shall ~~make available and~~ maintain the ~~interfaces between it and the Registration Data Providers in accordance with the Electricity~~ Registration Data Interface ~~Specification and~~in accordance with the ~~Gas~~ Registration Data Interface Specification~~ (as applicable),~~, and make ~~those interfaces~~the interface available to the Registration Data Providers to send and receive Data via the DCC Gateway Connections in accordance with the ~~Electricity~~ Registration Data Interface Code of

Connection ~~and~~.

~~E2.8~~E2.9 The DCC shall ensure that the ~~Gas~~ Registration Data Interface ~~Code of Connection (as applicable).~~ is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).

~~E2.9~~E2.10 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider shall (when acting in such capacity) comply with the applicable obligations set out in the ~~Electricity~~ Registration Data Interface Documents ~~or the Gas Registration Data Interface Documents (as applicable)~~ and the Registration Data Incident Management Policy.

~~E2.10~~E2.11 For the avoidance of doubt, the DCC shall comply with the applicable obligations set out in the ~~Electricity Registration Data Interface Documents, the Gas~~ Registration Data Interface Documents and the Registration Data Incident Management Policy (as it is obliged to do in respect of all applicable provisions of this Code).

Registration Data Incident Management Policy

~~E2.11~~E2.12 The Registration Data Incident Management Policy shall provide for (as a minimum):

(a) a definition of incidents in respect of the Data to be exchanged pursuant to this Section E, to include instances of:

(i) Data files not being received when expected;

(ii) Data files not conforming to the specifications of the ~~Electricity~~ Registration Data Interface Documents~~ or Gas Registration Data Interface Documents (as applicable);~~;

(iii) Data fields containing omissions or errors; or

(iv) any other circumstance arising as a consequence of a failure to comply with this Section E2 or Section E3 (~~RDP Interface Connection);~~DCC Gateway Connections for Registration Data Providers);

(b) means and processes to raise, record and resolve incidents, including where

action is required outside of business as usual processes;

(c) means, processes and timetables for requesting and providing full and partial refreshes of the Registration Data Provider's Registration Data as required by Section E2.7;

(d) the steps to be taken prior to raising incidents, so as to reasonably minimise the burden on the person providing Data pursuant to this Section E; and

(e) a process for mitigating against the re-occurrence of incidents.

~~E2.12~~E2.13 Where the DCC identifies any omissions or manifest errors in the Registration Data, the DCC shall seek to resolve any such omissions or manifest errors in accordance with the Registration Data Incident Management Policy. In such circumstances, the DCC may continue (notwithstanding Section E1.1) to rely upon and use any or all of the Registration Data that existed prior to its receipt of the incremental update that included any such omission or manifest error, unless the Registration Data Incident Management Policy provides for an alternative course of action.

Security Obligations and RDP IDs

~~E2.13~~E2.14 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider (being the Network Party itself where that is deemed to be the case in accordance with the definition of Registration Data Provider) shall (when acting in its capacity as the Network Party's Registration Data Provider) comply with the obligations expressed to be placed on Users ~~under Sections G5.14 to G5.17 (Obligations on Users)~~ and identified in Section E2.15 as if, in the case of each such obligation:

(a) references to User were references to such Registration Data Provider; and

(b) references to User Systems were references to the RDP Systems of that Registration Data Provider.

E2.15 The obligations identified in this Section E2.15 are those obligations set out at:

(a) Sections G3.2 to G3.3 (Unauthorised Activities: Duties to Detect and

Respond);

(b) Sections G3.8 to G3.9 (Management of Vulnerabilities);

(c) Sections G5.14 to G5.18 (Information Security: Obligations on Users), save that for this purpose the reference:

(i) in Section G5.18(b)(i) to "Sections G3 and G4" shall be read as if it were to "Sections G3.2 to G3.3 and G3.8 to G3.9"; and

(ii) in Section G5.18(b)(iii) to "Sections G5.19 to G5.24" shall be read as if it were to "Section G5.19(d)".

E2.16 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider (being the Network Party itself where that is deemed to be the case in accordance with the definition of Registration Data Provider) shall (when acting in its capacity as the Network Party's Registration Data Provider):

(a) Digitally Sign any communication containing Registration Data which is sent to the DCC using a Private Key associated with an Organisation Certificate for which that RDP is the Subscriber, in accordance with the requirements of the Electricity Registration Data Interface Specification or Gas Registration Data Interface Specification (as applicable);

(b) for that purpose, propose to the DCC one or more EUI-64 Compliant identification numbers, issued to it by the Panel, to be used by that RDP when acting in its capacity as such (save that it may use the same identification number when acting as an RDP for more than one Network Party).

E2.17 The DCC shall accept each identification number proposed by each Registration Data Provider for the purposes set out in Section E2.16 (and record such numbers as identifying, and use such numbers to identify, such RDP when acting as such); provided that the DCC shall only accept the proposed number if it has been issued by the Panel.

Disputes

~~E2.14~~E2.18 Any Dispute regarding compliance with this Section E2 may be referred to the

Panel for its determination, which shall be final and binding for the purposes of this Code; save that Disputes regarding compliance with Section E2.~~13~~14 shall be subject to the means of Dispute resolution applying to the provisions of Section G (Security) referred to in Section E2.~~13~~15 (as set out in Section G).

~~E3 RDP INTERFACE CONNECTION~~

E3 DCC GATEWAY CONNECTIONS FOR REGISTRATION DATA PROVIDERS

Provision of ~~an RDP Interface~~a DCC Gateway Connection for RDPs

E3.1 Registration Data Providers may request DCC Gateway Connections, and the DCC shall offer to provide such connections, in accordance with Sections H15.4 and H15.6 to H15.12 (as if Registration Data Providers were Parties), save that a Registration Data Provider shall not specify which DCC Gateway Bandwidth Option it requires, and shall instead specify which (if any) other Registration Data Providers it intends to share the connection with pursuant to Section E3.4.

E3.2 The DCC shall provide DCC Gateway Connections to the premises of Registration Data Providers in accordance with Sections H15.13 to H15.15 (as if Registration Data Providers were Parties), save that no Charges shall apply.

E3.3 The DCC shall ensure that the DCC Gateway Connection it provides to the premises of Registration Data Providers pursuant to this Section E3 is of a sufficient bandwidth to meet the purposes for which such connection will be used by the Registration Data Provider, and any other Registration Data Providers notified to the DCC in accordance with Section E3.1 or E3.4 (provided, in the case of those notified in accordance with Section E3.4, that the DCC may object to the transfer or sharing where it reasonably believes that the connection will not be of sufficient bandwidth to meet the needs of all of the Registration Data Providers in question).

~~E3.1~~E3.4 ~~Following receipt by the DCC from a~~Each Registration Data Provider may transfer or share its rights in respect of ~~any request for the provision of an RDP Interface~~the DCC Gateway Connection provided to ~~a~~its premises~~, the DCC shall take all reasonable steps~~ pursuant to ~~provide the requested connection~~this Section E3 in accordance with Sections H15.16 and H15.17 (as if Registration Data Providers were Parties), save that such rights may only be transferred to ~~those premises as soon as reasonably practicable following the request~~or shared with other Registration Data Providers for the purposes of accessing the Registration Data Interface.

E3.5 Once ~~an RDP Interface~~a DCC Gateway Connection has been ~~provided pursuant to Section E3.2,~~ established:

(a) the Registration Data Provider that requested it (or to whom it has been transferred in accordance with Section E3.4) and the DCC shall each comply with the DCC Gateway Connection Code of Connection applicable to the DCC Gateway Bandwidth Option utilised at the connection; and

~~E3.2~~(b) the DCC shall make the connection available ~~in accordance with this Code~~ to such Registration Data Provider until: (i) the DCC is notified by such Registration Data Provider ~~notifies the DCC~~ that ~~the Registration Data Provider~~it wishes to cancel the connection ~~to the relevant premises.~~; or (ii) such Registration Data Provider ceases to be a Registration Data Provider for one or more Network Parties.

~~RDP Interface~~DCC Gateway Equipment at RDP Premises

~~E3.3 In providing an RDP Interface Connection pursuant to Section E3.1, the DCC shall procure that the RDP Interface~~The DCC and each Registration Data Provider shall comply with the provisions of Sections H15.20 to H15.28 in respect of the DCC Gateway Equipment ~~is~~ installed ~~at the relevant premises, and that the RDP Interface Equipment is~~ (or to be installed ~~in accordance with Good Industry Practice and all applicable Laws and Directives.~~

~~E3.4 Following its installation, the DCC shall ensure that the RDP Interface Equipment is operated and maintained in accordance with Good Industry Practice, and that it complies with all applicable Laws and Directives. The DCC shall maintain a record of the RDP Interface Equipment installed at each premises from time to time, and of the point of its connection to the relevant RDP Systems.~~

~~E3.5 The Registration Data Provider shall provide the DCC with such access to the Registration Data Provider's premises as the DCC may reasonably require in order to allow it to undertake the installation, maintenance, relocation or removal of the RDP Interface Equipment. The DCC shall ensure that all persons exercising its rights of access under this Section E3.5 do so in compliance with the site rules and reasonable instructions of the Registration Data Provider.~~

E3.6 ~~Each Registration Data Provider shall be entitled to witness and inspect the installation, maintenance, relocation or removal of the RDP Interface Equipment)~~ at

~~the~~a Registration Data Provider's premises~~. No such witnessing or inspection shall relieve the DCC of its obligations under this Code.~~ (as if Registration Data Providers were Parties), save that Section H15.28 shall be construed by reference to Section E3.5(b).

~~Each~~ Interpretation

~~E3.7~~ Given the application of certain provisions of Section H15 to Registration Data Providers in accordance with this Section E3, defined terms used in Section H15 shall be construed accordingly (including DCC Gateway Party by reference to the Registration Data Provider ~~shall~~ which requested the connection, or to whom the right to use the ~~RDP Interface Equipment only for the purposes of enabling the Registration Data Provider to access the RDP Interface in accordance with this Code. Each~~ connection has been transferred pursuant to Sections E3.4 and H15.16). Given that Registration Data ~~Provider shall ensure that no damage is deliberately or negligently caused to the RDP Interface Equipment installed at its premises (save~~Providers do not specify the DCC Gateway Bandwidth Option that ~~a Registration Data Provider may take emergency action in accordance with Good Industry Practice to protect the health and safety of persons or to prevent imminent damage to property).~~

~~E3.8 The RDP Interface Equipment shall (as between~~ they require (and that the DCC ~~and~~ instead determines the ~~Registration Data Provider) remain the property of the DCC. The RDP Interface Equipment is installed at the DCC's risk, and neither the Registration Data Provider nor its appointing Network Party shall have liability for any loss of or damage~~most appropriate bandwidth), references in Section H15 to the ~~RDP Interface Equipment unless and to the extent that such loss or damage arose as a result of a breach of this Code.~~

~~E3.9 Neither the Registration Data Provider nor its appointing Network~~ bandwidth requested by a Party shall ~~hold itself out as the owner of the RDP Interface Equipment, or purport to sell or otherwise dispose of the RDP Interface Equipment.~~

~~E3.10 Where the Registration Data Provider wishes to alter the location of the RDP Interface Equipment within the Registration Data Provider's premises, then that Registration Data Provider shall make a request to the DCC, and the DCC shall either:~~

~~(a) notify the Registration Data Provider that it is entitled to relocate the RDP Interface Equipment within the Registration Data Provider's premises, in which case the Registration Data Provider may move such equipment (and, where it does so, it shall do so in accordance with Good Industry Practice and all applicable Laws and Directives); or~~

~~(b) notify the Registration Data Provider that the RDP Interface Equipment must be relocated by the DCC, in which case the DCC shall move the RDP Interface Equipment in accordance with Good Industry Practice and all applicable Laws and Directives.~~

~~E3.11~~E3.7 ~~Where a Registration Data Provider cancels its connection to a premises under Section E3.2, the DCC shall remove the RDP Interface Equipment from that premises in accordance with Good Industry Practice and all applicable Laws and Directives.~~be construed accordingly.

Liability of and to the Network Parties

~~E3.12~~E3.8 Each Network Party shall ensure that its Registration Data Provider (being the Network Party itself where that is deemed to be the case in accordance with the definition of Registration Data Provider) shall comply with the obligations expressed to be placed on Registration Data Providers under ~~Sections E3.3~~or pursuant to this Section E3~~.11~~.

~~E3.13~~E3.9 Where more than one Network Party nominates the same Registration Data Provider, each of those Network Parties shall be jointly and severally liable for any failure by that Registration Data Provider to comply with the obligations expressed to be placed on Registration Data Providers under ~~Sections~~or pursuant to this Section E3.~~3 to E3.11.~~

E3.10 The DCC acknowledges that it is foreseeable that Network Parties will have made arrangements with their Registration Data Providers such that breach by the DCC of this Section E3 will cause the Network Parties to suffer loss for which the DCC may be liable (subject to Section M2 (Limitations of Liability)).

Disputes

E3.11 Where a Registration Data Provider wishes to raise a dispute in relation to its request for a DCC Gateway Connection, then the dispute may be referred to the Panel for determination. Where that Registration Data Provider or the DCC disagrees with any such determination, then it may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code.

F5 COMMUNICATIONS HUB FORECASTS & ORDERS

Availability of CH Variants

F5.1 The DCC shall ensure that Communications Hub Device Models are made available to be ordered by Parties under this Section F5 such that the Parties can order Communications Hubs that provide for each and every combination of HAN Variant and WAN Variant.

Communications Hub Forecasts

F5.2 For the purposes of this Section F5, a "**Communications Hub Forecast**" means an estimate of the future requirements of a Party for the delivery to it of Communications Hubs by the DCC, which:

(a) is submitted by that Party to the DCC;

(b) covers the period identified in Section F5.3; and

(c) complies with the requirements of Section F5.4.

F5.3 Each Communications Hub Forecast shall cover the period of 24 months commencing with the sixth month after the end of the month in which the forecast is submitted to the DCC.

F5.4 Each Communications Hub Forecast shall:

(a) comprise a forecast of the number of Communications Hubs that the Party requires to be delivered to it in each month of the period to which it relates;

(b) set out that forecast for each such month by reference to:

(i) the aggregate number of Communications Hubs to be delivered;

(ii) the number of Communications Hubs to be delivered in respect of each Region; and

(iii) (for the first ~~ten~~10 months of the period to which the forecast relates) the number of Communications Hubs of each ~~Device Model~~HAN

Variant to be delivered in respect of each Region; and

(c) include such further information and be provided in such form as may be set out in the CH Handover Support Materials at the time of its submission.

Parties: Duty to Submit Communications Hub Forecasts

F5.5 Each Supplier Party, and each other Party that intends to order Communications Hubs in the future, shall:

(a) submit a Communications Hub Forecast to the DCC by no later than the ~~fifthWorking~~5th Working Day prior to the last Working Day of each month;

(b) submit each Communications Hub Forecast via the CH Ordering System; ~~and~~

(c) use its reasonable endeavours to ensure that the information contained in each Communications Hub Forecast is accurate and up to date~~.~~; and

(d) ensure that it submits a forecast that will enable it to submit a Communications Hub Order that meets the requirements of Sections F5.10 and F5.12.

F5.6 A Party that has not submitted a Communications Hub Forecast for a Region during a month in accordance with this Section F5 shall be deemed to have submitted a forecast which specified:

(a) for the first 23 months of the period covered by the forecast, the same number of Communications Hubs as the Party forecast for the corresponding month in its previous forecast;

(b) for the first 9 months of the period covered by the forecast, the same number of each HAN Variant as the Party forecast for the corresponding month in its previous forecast;

(c) for the 10th month of the period covered by the forecast, the number of each HAN Variant that results from applying the same proportions of each HAN Variant as applies to the 9th month of the period pursuant to paragraph (b) above; and

(d) for the 24th month of the period covered by the forecast, zero Communications

Hubs.

Communications Hub Orders

~~F5.6~~F5.7 For the purposes of this Section F5, a "**Communications Hub Order**" means an order by a Party for the delivery to it of Communications Hubs and/or Communications Hub Auxiliary Equipment by the DCC, which:

(a) is submitted by that Party to the DCC; and

(b) complies with the requirements of Section F5.~~7~~8.

~~F5.7~~F5.8 Each Communications Hub Order shall~~:~~ (subject to any further requirements set out in the CH Handover Support Materials):

(a) relate to a single Region, and identify the Region to which it relates;

(b) relate to the delivery of Communications Hubs ~~in the fifth~~and/or Communications Hub Auxiliary Equipment in the 5th month after the end of the month in which that Communications Hub Order is submitted to the DCC (the "**Delivery Month**");

(c) specify the addresses of the location or locations (each a "**Delivery Location**") at which the delivery of the Communications Hubs and/or Communications Hub Auxiliary Equipment is required, each of which locations must be in Great Britain but need not be in the Region to which the relevant Communications Hub Order relates;

(d) specify the number (if any) of Communications Hubs of each Device Model to be delivered to each Delivery Location, in accordance with ~~Section~~Sections F5.~~9~~10 and F5.12 (in each case, a "**Delivery Quantity**");

(e) specify the preferred date within the Delivery Month on which the delivery to each Delivery Location is required~~;~~ (provided that the actual delivery date within the Delivery Month for each Delivery Location (in each case, a "**Delivery Date**") shall be determined in accordance with the CH Handover Support Materials);

(f) specify the number and type of the Communications Hub Auxiliary Equipment (if any) to be delivered to each Delivery Location; and

(g) include such further information and be provided in such form as may be set out in the CH Handover Support Materials at the time of its submission.

~~F5.8~~F5.9 ~~The date within~~In respect of each Communications Hub Order submitted in respect of a Region, the ~~Delivery Month on which the delivery~~Communications Hubs and/or Communications Hub Auxiliary Equipment to be delivered to each Delivery Location ~~will take place (in~~on each ~~case, a "~~Delivery Date~~")~~ shall be ~~determined in accordance with the CH Handover Support Materials.~~a "**Consignment**".

~~F5.9~~F5.10 For each Communications Hub Order submitted by a Party in respect of a Region, the aggregate (for all ~~Delivery Locations and Delivery Dates~~Consignments) of the Delivery Quantities of each ~~Device Model~~HAN Variant for the Delivery Month must be:

(a) greater than or equal to the higher of:

(i) 50% of the number of Communications Hubs of that ~~Device Model~~HAN Variant forecast for that Delivery Month and Region in the Communications Hub Forecast submitted by that Party in the ~~tenth~~10th month prior to the start of the Delivery Month; and

(ii) 80% of the number of Communications Hubs of that ~~Device Model~~HAN Variant forecast for that Delivery Month and Region in the Communications Hub Forecast submitted by the Party in the ~~seventh~~7th month prior to the start of the Delivery Month; and

(b) less than or equal to the lower of:

(i) 120% of the number of Communications Hubs of that ~~Device Model~~HAN Variant forecast for that Delivery Month and Region in the Communications Hub Forecast submitted by that Party in the ~~seventh~~7th month prior to the start of the Delivery Month; and

(ii) 150% of the number of Communications Hubs of that ~~Device Model~~HAN Variant forecast for that Delivery Month and Region in the

Communications Hub Forecast submitted by that Party in the ~~tenth~~10th month prior to the start of the Delivery Month.

~~F5.10~~F5.11 For the purposes of Section F5.~~9~~10, in calculating, by reference to earlier forecast numbers:

(a) the minimum aggregate of the Delivery Quantities, any fractions of a number shall be rounded down; and

(b) the maximum aggregate of the Delivery Quantities, any fractions of a number shall be rounded up.

~~F5.11~~F5.12 For each Party's Communications Hub Order relating to a Region, the aggregate of the Delivery Quantities (for all Device Models taken together) that may be specified ~~in respect of any Delivery Date and Delivery Location~~for each Consignment may not (unless such number is zero) be less than the minimum delivery quantity set out in the CH Handover Support Materials at the time at which the relevant Communications Hub Order is submitted.

~~F5.12 A Party that has not submitted a Communications Hub Forecast for a Region during a month in accordance with this Section F5 shall be deemed to have submitted a forecast of zero for each of the months of the period to which that Communications Hub Forecast should have related.~~

Parties: Rights and Duties in relation to Communications Hub Orders

F5.13 Each Party other than the DCC:

(a) may submit one Communications Hub Order in relation to each Region in any month;

(b) shall submit a Communications Hub Order in relation to a Region in a month if the aggregate of the Delivery Quantities for one or more Device Models required in accordance with Section F5.~~9~~10 to be specified in that Communications Hub Order, on its submission, would be greater than zero; and

(c) where it fails to submit an order where it is required to do so in accordance

with Section F5.13(b), shall be deemed to have submitted a Communications Hub Order for a Delivery Quantity of Communications Hubs of each Device Model equal to the minimum aggregate Delivery Quantity required in respect of that Device Model in accordance with Section F5.~~9~~10 (and the remaining details of such deemed order shall be determined by the DCC ~~acting reasonably~~in accordance with the CH Handover Support Materials).

F5.14 Each Party shall ensure that any Communications Hub Order which it elects or is required to submit in any month is submitted by no later than the ~~fifth~~5th Working Day prior to the last Working Day of that month.

F5.15 Each Party shall submit its Communications Hub Orders via the CH Ordering System.

DCC: Duties in relation to Communications Hub Orders

F5.16 Where the DCC receives a Communications Hub Order from a Party via the CH Ordering System, the DCC shall:

(a) promptly acknowledge receipt of that order; and

(b) within five Working Days of its receipt of the order, notify the Party either that the order is compliant with the requirements of this Section F5 (and is therefore accepted) or that the order is not compliant (and is therefore subject to Section F5.17).

F5.17 Where this Section ~~5~~F5.17 applies in respect of a Party's Communications Hub Order, the DCC shall (having regard to the nature, extent and effect of the non-compliance and to the requirements of the DCC Licence) take all reasonable steps to accommodate the order (in whole or part, or subject to amendments in order to ensure the order's compliance). The DCC shall, by the end of the month in which such order is received by the DCC, notify the Party (in each case giving reasons for its decision) that:

(a) the order is accepted in its entirety;

(b) the order is accepted in part or subject to amendment; or

(c) the order is rejected.

DCC Policy

F5.18 ~~The DCC shall develop~~ and make available via the CH Ordering System a policy describing ~~:~~

~~(a) the manner in which it will determine the relevant details for any Communications Hub Order that is deemed to be submitted under Section F5.13(c); and~~

the circumstances in which it will accept (in whole or part, or subject to amendments) or reject Communications Hub Orders as described in Section ~~H5~~F5.17.

Non-Standard Cancellation of ~~Orders~~Consignments

F5.19 ~~Each Party that has had a Communications Hub Order accepted by the DCC may cancel part~~one or ~~all~~more of the Consignments arising from that ~~order~~Communications Hub Order; provided that the Party ~~notifies~~must notify the DCC of such cancellation at least ~~[24~~48 hours~~]~~ in advance of the Delivery Date ~~(~~for the Consignment. A Party which cancels one or more Consignments in accordance with this Section F5.19 shall be liable to reimburse the DCC for all reasonable costs and ~~subject to~~ expenses incurred by the DCC as a result of such ~~Party agreeing~~cancellation. The DCC shall notify the Party of such costs and expenses as soon as reasonably practicable after notice of the cancellation is given. Such compensation shall be included in the next Invoice to ~~pay any applicable Charges).~~be produced by the DCC following its calculation. The DCC shall, where requested not less than 10 Working Days in advance of the Delivery Date, provide a non-binding estimate of the costs and expenses it is likely to incur in the event that a Party opts to cancel a Consignment (such estimate to be provided not less than 5 Working Days in advance of the Delivery Date). The DCC shall take all reasonable steps to ensure the estimate is accurate.

CH Ordering System

F5.20 The DCC shall make ~~an order management system~~one or more systems (the **CH Ordering System**) available to other Parties, which Parties can access remotely (via such means, and subject to any security requirements, as are set out in the CH Support Materials).

F5.21 The DCC shall ensure that the CH Ordering System is available in advance of the time from which other Parties are obliged to submit Data via the CH Ordering System, and at all times thereafter (subject to Planned Maintenance undertaken in accordance with Section H8.3).

F5.22 The DCC shall ensure that the CH Ordering System allows each Party to:

(a) submit details of its forecasts, orders and returns of Communications Hubs and/or Communications Hub Auxiliary Equipment, as required in accordance with this Section F5, Sections F6 (Delivery and Acceptance of Communications Hubs) and F8 (Removal and Return of Communications Hub), and the CH Support Materials;

(b) view Data regarding the status of such submissions (but only its own submissions), and (where relevant) receive responses from the DCC regarding such submissions; and

(c) view information in respect of the SM WAN as described in Section H8.16(f) (Self-Service Interface).

SECTION G - SECURITY

G1 SECURITY: GENERAL PROVISIONS

Interpretation

G1.1 Sections G2 to G9 shall be interpreted in accordance with the following provisions of this Section G1.

Transitional Period for Updated or Replacement Standards

G1.2 Section G1.3 applies where:

(a) the DCC or any User is required, in accordance with any provision of Sections G2 to G9, to ensure that it, or that any of its policies, procedures, systems or processes, complies with:

(i) any standard, procedure or guideline issued by a third party; and

(ii) any equivalent to that standard, procedure or guideline which updates or replaces it from time to time; and

(b) the relevant third party issues an equivalent to that standard, procedure or guideline which updates or replaces it.

G1.3 Where this Section G1.3 applies, the obligation on the DCC or User (as the case may be):

(a) shall be read as an obligation to comply with the updated or replaced standard, procedure or guideline from such date as is determined by the Panel (having considered the advice of the Security Sub-Committee) in respect of that document; and

(b) prior to that date shall be read as an obligation to comply (at its discretion) with either:

(i) the previous version of the standard, procedure or guideline; or

(ii) the updated or replaced standard, procedure or guideline.

G1.4 Any date determined by the Panel in accordance with Section G1.3 may be the subject of an appeal by the DCC or any User to the Authority (whose decision shall be final and binding for the purposes of this Code).

Obligations on Users

G1.5 Obligations which are expressed to be placed on a User shall, where that User performs more than one User Role, be read as applying to it separately in respect of each of its User Roles.

G1.6 For the purposes of Section G1.5, where any Network Party is deemed to have nominated itself as a Registration Data Provider (in accordance with the definition of Registration Data Provider), its role as a Registration Data Provider shall be treated as if it were an additional category of User Role.

Exclusion for Export Suppliers and Registered Supplier Agents

G1.7 Where a User acts in the User Role of 'Export Supplier' or 'Registered Supplier Agent', it is not to be subject to any of the obligations expressed to be placed on Users except for those obligations set out at ~~Sections G5.14 to G5.17 (Information Security: Obligations on Users) and G6 (Anomaly Detection Thresholds: Obligations on the DCC and Users)~~:

(a) Sections G3.2 to G3.3 (Unauthorised Activities: Duties to Detect and Respond);

(b) Sections G3.8 to G3.9 (Management of Vulnerabilities);

(c) Sections G5.14 to G5.18 (Information Security: Obligations on Users), save that for this purpose the reference:

(i) in Section G5.18(b)(i) to "Sections G3 and G4" shall be read as if it were to "Sections G3.2 to G3.3 and G3.8 to G3.9"; and

(ii) in Section G5.18(b)(iii) to "Sections G5.19 to G5.24" shall be read as if it were to "Section G5.19(d)"; and

(d) G6 (Anomaly Detection Thresholds: Obligations on the DCC and Users).

Disputes

G1.8 Any dispute regarding the compliance of a User with any of its obligations under Sections G3 to G6 may be referred to the Panel for its determination. Where a Party

disagrees with any such determination of the Panel, then that Party may refer the matter to the Authority in accordance with Section M7 (Dispute Resolution).

G2 SYSTEM SECURITY: OBLIGATIONS ON THE DCC

Unauthorised Activities: Duties to Detect and Respond

G2.1 The DCC shall use its reasonable endeavours:

(a) to ensure that the DCC Systems are capable of detecting any unauthorised connection that has been made to them, and any unauthorised attempt to connect to them, by any other System; and

(b) if the DCC Systems detect such a connection or attempted connection, to ensure that the connection is terminated or the attempted connection prevented (as the case may be).

G2.2 The DCC shall use its reasonable endeavours:

(a) to ensure that the DCC Total System is capable of detecting any unauthorised software that has been installed or executed on it and any unauthorised attempt to install or execute software on it;

(b) if the DCC Total System detects any such software or such attempt to install or execute software, to ensure that the installation or execution of that software is prevented; and

(c) where any such software has been installed or executed, to take appropriate remedial action.

G2.3 The DCC shall:

(a) use its reasonable endeavours to ensure that:

(i) the DCC Total System is capable of identifying any deviation from its expected configuration; and

(ii) any such identified deviation is rectified; and

(b) for these purposes maintain at all times an up-to-date list of all hardware, and of all software and firmware versions and patches, which form part of the configuration of the DCC Total System.

G2.4 The DCC shall use its reasonable endeavours to ensure that the DCC Total System:

(a) is capable of identifying any unauthorised or unnecessary network port, protocol, communication, application or network service;

(b) causes or permits to be open at any time only those network ports, and allows only those protocols, which are required at that time for the effective operation of that System, and blocks all network ports and protocols which are not so required; and

(c) causes or permits at any time only the making of such communications and the provision of such applications and network services as are required at that time for the effective operation of that System.

G2.5 The DCC shall use its reasonable endeavours to ensure that each component of the DCC Total System is, at each point in time, enabled only with the functionality that is necessary for it effectively to fulfil its intended role within the DCC Total System at that time.

G2.6 The DCC shall:

(a) ensure that the DCC Total System records all system activity (including all attempts to access resources, or Data held, on it) in audit logs;

(b) ensure that the DCC Total System detects any attempt by any person to access resources, or Data held, on it without possessing the authorisation required to do so; and

(c) use its reasonable endeavours to ensure that the DCC Total System prevents any such attempt at unauthorised access.

G2.7 The DCC shall use its reasonable endeavours to ensure that the DCC Total System is capable of detecting any instance of Data leaving it by any means (including in particular by network transfers and the use of removable media) without authorisation.

Adverse Events: Duties to Detect and Prevent

G2.8 The DCC shall use its reasonable endeavours to ensure that:

(a) the DCC Total System detects any Denial of Service Event; and

(b) any unused or disabled component or functionality of the DCC Total System is incapable of being a means by which that System is Compromised.

G2.9 The DCC shall use its best endeavours to:

(a) ensure that the DCC Total System is not Compromised;

(b) where the DCC Total System is Compromised, minimise the extent to which it is Compromised and any adverse effect arising from it having been Compromised; and

(c) ensure that the DCC Total System detects any instance in which it has been Compromised.

Security Incident Management

G2.10 The DCC shall ensure that, where the DCC Total System detects any:

(a) unauthorised event or deviation of a type referred to in Sections G2.1 to G2.7; or

(b) event which results, or was capable of resulting, in the DCC Total System being Compromised,

the DCC takes all of the steps required by the DCC Information Security Management System.

G2.11 The DCC shall, on the occurrence of a Major Security Incident in relation to the DCC Total System, promptly notify the Panel and the Security Sub-Committee.

System Design and Operation

G2.12 The DCC shall, at each stage of the System Development Lifecycle, have regard to the need to design and operate the DCC Total System so as to protect it from being Compromised.

Management of Vulnerabilities

G2.13 The DCC shall ensure that an organisation which is a CESG CHECK service provider

carries out assessments that are designed to identify any vulnerability of the DCC Systems to Compromise:

(a) in respect of each DCC System, on at least an annual basis;

(b) in respect of each new or materially changed component or functionality of the DCC Systems, prior to that component or functionality becoming operational; and

(c) on the occurrence of any Major Security Incident in relation to the DCC Systems.

G2.14 The DCC shall ensure that it carries out assessments that are designed to identify any vulnerability of the DCC Systems to Compromise:

(a) in respect of each DCC System, on at least an annual basis;

(b) in respect of each new or materially changed component or functionality of the DCC Systems, prior to that component or functionality becoming operational; and

(c) on the occurrence of any Major Security Incident in relation to the DCC Systems.

G2.15 Where, following any assessment of the DCC Systems in accordance with Section G2.13 or G2.14, any such vulnerability has been detected, the DCC shall:

(a) use its reasonable endeavours to ensure that the cause of the vulnerability is rectified, or the potential impact of the vulnerability is mitigated, as soon as is reasonably practicable; and

(b) in the case of a material vulnerability, promptly notify the Security Sub-Committee of the steps being taken to rectify its cause or mitigate its potential impact (as the case may be) and the time within which they are intended to be completed.

Management of Data

G2.16 Where the DCC carries out a Back-Up of any Data held on the DCC Total System, it

shall ensure that the Data which are Backed-Up are:

(a) protected in accordance with the Information Classification Scheme, including when being transmitted for the purposes of Back-Up; and

(b) stored on media that are located in physically secure facilities, at least one of which facilities must be in a different location to that part of the DCC Total System on which the Data being Backed-Up is ordinarily held.

G2.17 The DCC shall develop and maintain, and hold all Data in accordance with, a DCC Data Retention Policy.

G2.18 The DCC shall ensure that where, in accordance with the DCC Data Retention Policy, any Data are no longer required for the purposes of the Authorised Business, they are securely deleted in compliance with:

(a) HMG Information Assurance Standard No. 5:2011 (Secure Sanitisation); or

(b) any equivalent to that HMG Information Assurance Standard which updates or replaces it from time to time.

DCC Total System: Duty to Separate

G2.19 The DCC shall use its reasonable endeavours to ensure that any software or firmware installed on the DCC Total System for the purposes of security is Separated from any software or firmware that is installed on that System for any other purpose.

G2.20 The DCC shall ensure that:

(a) all DCC Systems which form part of the DCC Total System are Separated from any other Systems;

(b) the DCC IT Testing and Training Systems and DCC IT Supporting Systems are Separated from the DCC Live Systems; and

(c) subject to the provisions of Section G2.21, each individual System within the DCC Live Systems is Separated from each other such System.

G2.21 Where:

(a) any parts of the individual Systems referred to at paragraphs (a) and (c) of the definition of DCC Live Systems in Section A1 (Definitions) are used by the DCC to process Registration Data; and

(b) the parts of those individual Systems used for that purpose are Separated from all other parts of those individual Systems,

the DCC may treat the parts of those individual System used to process Registration Data a discrete individual System within the DCC Live Systems.

DCC Live Systems: Independence of User Systems

G2.22 The DCC shall ensure that no individual is engaged in:

(a) the development of bespoke software or firmware, or the customisation of any software or firmware, for the purpose of its installation on any part of the DCC Live Systems; or

(b) the development, design, build, testing, configuration, implementation, operation, maintenance, modification or decommissioning of any part of the DCC Live Systems,

unless that individual satisfies the requirements of Section G2.23.

G2.23 An individual satisfies the requirements of this Section only if, at any time at which that individual is engaged in any activity described in Section G2.22, he or she:

(a) is not at the same time also engaged in:

(i) the development of bespoke software or firmware, or the customisation of any software or firmware, for the purpose of its installation on any User Systems; or

(ii) the development, design, build, testing, configuration, implementation, operation, maintenance, modification or decommissioning of any User Systems; and

(b) has not been engaged in any activity described in paragraph (a) for a period of time which the DCC reasonably considers to be appropriate, having regard to

the need to ensure the management of risk in accordance with the DCC Information Security Management System.

G2.24 The DCC shall ensure that no resources which form part of the DCC Live Systems also form part of any User Systems.

Monitoring and Audit

G2.25 The DCC shall ensure that all system activity audit logs are reviewed regularly in accordance with the DCC Information Security Management System.

G2.26 The DCC shall ensure that all such system activity recorded in audit logs is recorded in a standard format which is compliant with:

(a) British Standard BS 10008:2008 (Evidential Weight and Legal Admissibility of Electronic Information), or any equivalent to that British Standard which updates or replaces it from time to time; and

(b) in the case of activity on the DCC Systems only, CESG Good Practice Guide 18:2012 (Forensic Readiness), or any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time.

G2.27 The DCC shall monitor the DCC Systems in compliance with:

(a) CESG Good Practice Guide 13:2012 (Protective Monitoring); or

(b) any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time.

G2.28 The DCC shall use its reasonable endeavours to ensure that the DCC Systems are capable of detecting Anomalous Events, in particular by reference to the:

(a) sending or receipt (as the case may be) of Service Requests, Pre-Commands, Signed Pre-Commands, Commands, Service Responses and Alerts;

(b) audit logs of each component of the DCC Total System;

(c) error messages generated by each device which forms part of the DCC Total System;

(d) Incident Management Log compiled in accordance with Section H9; and

(e) patterns of traffic over the SM WAN.

G2.29 The DCC shall:

(a) use its reasonable endeavours to ensure that the DCC Systems detect all Anomalous Events; and

(b) ensure that, on the detection of any Anomalous Event, it takes all of the steps required by the DCC Information Security Management System.

Manufacturers: Duty to Notify and Be Notified

G2.30 Where the DCC becomes aware of any material security vulnerability in, or likely cause of a material adverse effect on the security of, any hardware, software or firmware which forms part of the DCC Total System, it shall:

(a) wherever it is reasonably practicable to do so notify the manufacturer of the hardware or the developer of the software or firmware (as the case may be);

(b) use its reasonable endeavours to ensure that the cause of the vulnerability or likely cause of the material adverse effect is rectified, or its potential impact is mitigated, as soon as is reasonably practicable; and

(c) promptly notify the Security Sub-Committee of the steps being taken to rectify the cause of the vulnerability or likely cause of the material adverse effect, or to mitigate its potential impact (as the case may be), and the time within which those steps are intended to be completed.

G2.31 The DCC shall not be required to notify a manufacturer or developer in accordance with Section G2.30(a) where it has reason to be satisfied that the manufacturer or developer is already aware of the matter that would otherwise be notified.

G2.32 The DCC shall, wherever it is reasonably practicable to do so, establish with the manufacturers of the hardware and developers of the software and firmware which form part of the DCC Total System arrangements designed to ensure that the DCC will be notified where any such manufacturer or developer (as the case may be) becomes aware of any material security vulnerability in, or likely cause of a material

adverse effect on the security of, such hardware, software or firmware.

G2.33 Any arrangements established in accordance with Section G2.32 may provide that the manufacturer or developer (as the case may be) need not be required to notify the DCC where that manufacturer or developer has reason to be satisfied that the DCC is already aware of the matter that would otherwise be notified under the arrangements.

Parse and Correlate Software: Duty to Notify

G2.34 Where the DCC becomes aware of any material security vulnerability in, or likely cause of a material adverse effect on the security of, any version of the Parse and Correlate Software, it shall notify the Users and (wherever it is reasonably practicable to do so) the developer of the software.

G2.35 The DCC shall not be required to notify a developer or User in accordance with Section G2.34 where it has reason to be satisfied that the developer or User is already aware of the matter that would otherwise be notified.

Cryptographic Processing

G2.36 The DCC shall ensure that it carries out all Cryptographic Processing which:

(a) is for the purposes of complying with its obligations as CoS Party; or

(b) results in the application of a Message Authentication Code to any Pre-Command,

within Cryptographic Modules which are compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

G2.37 The DCC shall ensure that it carries out all other Cryptographic Processing only within Cryptographic Modules established in accordance with its Information Classification Scheme.

Network Time

G2.38 For the purposes of Section G2.39:

(a) the "**Network Time**" means one or more time sources maintained by the DCC

from which all Commissioned Communications Hub Functions synchronise time; and

(b) the "**Independent Time Source**" means a time source that is:

(i) accurate;

(ii) not maintained by the DCC; and

(iii) determined in a manner that is independent of any part of the DCC Total System.

G2.39 The DCC shall ensure that:

(a) the DCC Total System is capable of detecting any instance in which the Network Time materially differs from the Independent Time Source; and

(b) if the DCC Total System detects such a material difference, the DCC takes all of the steps required by the DCC Information Security Management System to rectify the inaccuracy of its Network Time.

Integrity of Communication over the SM WAN

G2.40 The DCC shall use its reasonable endeavours to ensure that all communications which are transmitted over the SM WAN are protected so that the Data contained in them remains confidential, and their integrity is preserved, at all times during transmission to and from Communications Hubs.

G2.41 The DCC shall not process any communication received over the SM WAN, or send to any Party any communication over the SM WAN, where it is aware that the Data contained in that communication has been Compromised.

G3 SYSTEM SECURITY: OBLIGATIONS ON USERS

Unauthorised Activities: Duties to Detect and Respond

G3.1 Each User shall:

(a) use its reasonable endeavours to ensure that:

(i) its User Systems are capable of identifying any deviation from their expected configuration; and

(ii) any such identified deviation is rectified; and

(b) for these purposes maintain at all times an up-to-date list of all hardware, and of all software and firmware versions and patches, which form part of the configuration of those User Systems.

G3.2 Each User shall use its reasonable endeavours:

(a) to ensure that its User Systems are capable of detecting any unauthorised software that has been installed or executed on them and any unauthorised attempt to install or execute software on them;

(b) if those User Systems detect any such software or such attempt to install or execute software, to ensure that the installation or execution of that software is prevented; and

(c) where any such software has been installed or executed, to take appropriate remedial action.

G3.3 Each User shall:

(a) ensure that its User Systems record all attempts to access resources, or Data held, on them;

(b) ensure that its User Systems detect any attempt by any person to access resources, or Data held, on them without possessing the authorisation required to do so; and

(c) use its reasonable endeavours to ensure that its User Systems prevent any such

attempt at unauthorised access.

Security Incident Management

G3.4 Each User shall ensure that, on the detection of any unauthorised event of the type referred to at Sections G3.1 to G3.3, it takes all of the steps required by its User Information Security Management System.

G3.5 Each User shall, on the occurrence of a Major Security Incident in relation to its User Systems, promptly notify the Panel and the Security Sub-Committee.

System Design and Operation

G3.6 Each User shall, at each stage of the System Development Lifecycle, have regard to the need to design and operate its User Systems so as to protect them from being Compromised.

Management of Vulnerabilities

G3.7 Each Supplier Party shall ensure that either a tester who has achieved CREST certification or an organisation which is a CESG CHECK service provider carries out assessments that are designed to identify any vulnerability of its User Systems to Compromise:

(a) in respect of each of its User Systems, on at least an annual basis;

(b) in respect of each new or materially changed component or functionality of its User Systems, prior to that component or functionality becoming operational; and

(c) on the occurrence of any Major Security Incident in relation to its User Systems.

G3.8 Each Supplier Party shall ensure that it carries out assessments that are designed to identify any vulnerability of its User Systems to Compromise:

(a) in respect of each of its User Systems, on at least an annual basis;

(b) in respect of each new or materially changed component or functionality of its User Systems, prior to that component or functionality becoming operational;

and

(c) on the occurrence of any Major Security Incident in relation to its User Systems.

G3.9 Where, following any assessment of its User Systems in accordance with Section G3.7 or G3.8, any material vulnerability has been detected, the Supplier Party shall ensure that it:

(a) uses its reasonable endeavours to ensure that the cause of the vulnerability is rectified, or the potential impact of the vulnerability is mitigated, as soon as is reasonably practicable; and

(b) promptly notifies the Security Sub-Committee of the steps being taken to rectify its cause or mitigate its potential impact (as the case may be) and the time within which they are intended to be completed.

Management of Data

G3.10 Each User shall:

(a) develop and maintain, and hold all Data in accordance with, a User Data Retention Policy; and

(b) when any Data held by it cease to be retained in accordance with the User Data Retention Policy, ensure that they are securely deleted in accordance with its Information Classification Scheme.

User Systems: Duty to Separate

G3.11 Each User shall use its reasonable endeavours to ensure that any software or firmware that is installed on its User Systems for the purposes of security is Separated from any software or firmware that is installed on those Systems for any other purpose.

User Systems: Independence of DCC Live Systems

G3.12 Each User shall ensure that no individual is engaged in:

(a) the development of bespoke software or firmware, or the customisation of any software or firmware, for the purpose of its installation on any part of its User

Systems; or

(b) the development, design, build, testing, configuration, implementation, operation, maintenance, modification or decommissioning of any part of its User Systems,

unless that individual satisfies the requirements of Section G3.13.

G3.13 An individual satisfies the requirements of this Section only if, at any time at which that individual is engaged in any activity described in Section G3.12, he or she:

(a) is not at the same time also engaged in:

(i) the development of bespoke software or firmware, or the customisation of any software or firmware, for the purpose of its installation on any part of the DCC Live Systems; or

(ii) the development, design, build, testing, configuration, implementation, operation, maintenance, modification or decommissioning of any part of the DCC Live Systems; and

(b) has not been engaged in any activity described in paragraph (a) for a period of time which the User reasonably considers to be appropriate, having regard to the need to ensure the management of risk in accordance with its User Information Security Management System.

G3.14 Each User shall ensure that no resources which form part of its User Systems also form part of the DCC Live Systems.

Monitoring

G3.15 Each Supplier Party shall use its reasonable endeavours to ensure that its User Systems are capable of detecting Anomalous Events, in particular by reference to the:

(a) sending or receipt (as the case may be) of Service Requests, Pre-Commands, Signed Pre-Commands, Commands, Service Responses and Alerts;

(b) audit logs of each Device for which it is the Responsible Supplier; and

(c) error messages generated by each Device for which it is the Responsible

Supplier.

G3.16 Each Supplier Party shall:

(a) use its reasonable endeavours to ensure that its User Systems detect all Anomalous Events; and

(b) ensure that, on the detection by its User Systems of any Anomalous Event, it takes all of the steps required by its User Information Security Management System.

Manufacturers: Duty to Notify and Be Notified

G3.17 Where a User becomes aware of any material security vulnerability in, or likely cause of a material adverse effect on the security of:

(a) any hardware, software or firmware which forms part of its User Systems; or

(b) (where applicable) any Smart Metering System (excluding a Communications Hub Function or Gas Proxy Function) for which it is the Responsible Supplier,

it shall comply with the requirements of Section G3.18.

G3.18 The requirements of this Section are that the User shall:

(a) wherever it is reasonably practicable to do so notify the manufacturer of the hardware or Device or the developer of the software or firmware (as the case may be);

(b) use its reasonable endeavours to ensure that the cause of the vulnerability or likely cause of the material adverse effect is rectified, or its potential impact is mitigated, as soon as is reasonably practicable; and

(c) promptly notify the Security Sub-Committee of the steps being taken to rectify the cause of the vulnerability or likely cause of the material adverse effect, or to mitigate its potential impact (as the case may be), and the time within which those steps are intended to be completed.

G3.19 A User shall not be required to notify a manufacturer or developer in accordance with Section G3.18(a) where it has reason to be satisfied that the manufacturer or developer

is already aware of the matter that would otherwise be notified

G3.20 Each User shall, wherever it is practicable to do so, establish with:

(a) the manufacturers of the hardware and developers of the software and firmware which form part of its User Systems; and

(b) (where applicable) any Smart Metering System (excluding a Communications Hub Function or Gas Proxy Function) for which it is the Responsible Supplier,

arrangements designed to ensure that the User will be notified where any such manufacturer or developer (as the case may be) becomes aware of any material security vulnerability in, or likely cause of a material adverse effect on the security of, such hardware, software, firmware or Device.

G3.21 Any arrangements established in accordance with Section G3.20 may provide that the manufacturer or developer (as the case may be) need not be required to notify the User where that manufacturer or developer has reason to be satisfied that the User is already aware of the matter that would otherwise be notified under the arrangements.

Cryptographic Processing

G3.22 Each User shall ensure that it carries out Cryptographic Processing only within Cryptographic Modules established in accordance with its Information Classification Scheme.

User Systems: Physical Location

G3.23 Each User which is an Eligible User in relation to any Supply Sensitive Service Request shall ensure that:

(a) any Cryptographic Module which constitutes a component of its User Systems and in which:

(i) any Private Key that is used to Digitally Sign Pre-Commands is held; and

(ii) Pre-Commands are Digitally Signed; and

(b) any functionality of its User Systems which is used to apply Supply Sensitive

Checks,

is located, operated, configured, tested and maintained in the United Kingdom by User Personnel who are located in the United Kingdom.

G3.24 Each User to which Section G3.23 applies shall ensure that the components and the functionality of its User Systems to which that Section refers are operated from a sufficiently secure environment in accordance with the provisions of Section G5.17.

Supply Sensitive Check

G3.25 Each User which is an Eligible User in relation to any Supply Sensitive Service Request shall ensure that:

(a) it applies a Supply Sensitive Check prior to Digitally Signing a Pre-Command in respect of any Supply Sensitive Service Request;

(b) it both applies that Supply Sensitive Check and Digitally Signs the relevant Pre-Command in the United Kingdom; and

(c) the Pre-Command has been processed only in the United Kingdom between the application of the Supply Sensitive Check and the Digital Signature.

G4 ORGANISATIONAL SECURITY: OBLIGATIONS ON USERS AND THE DCC

Obligations on Users

G4.1 Each User shall:

(a) ensure that each member of its User Personnel who is authorised to access Data held on its User Systems holds a security clearance which is appropriate to the role performed by that individual and to the Data which he or she is authorised to access; and

(b) annually review the security clearance held by each such individual and ensure that it continues to be appropriate to the role performed by that individual and to the Data which he or she is authorised to access.

G4.2 Each User shall comply with Section G4.3 in respect of any of its User Personnel who are authorised to carry out activities which:

(a) involve access to resources, or Data held, on its User Systems; and

(b) are capable of Compromising the DCC Total System, any User Systems, any RDP Systems or any Device in a manner that could affect (either directly or indirectly) the quantity of gas or electricity that is supplied to a consumer at premises.

G4.3 Each User shall ensure that any of its User Personnel who are authorised to carry out the activities identified in Section G4.2:

(a) where they are located in the United Kingdom are subject to security screening in a manner that is compliant with:

(i) British Standard BS 7858:2012 (Security Screening of Individuals Employed in a Security Environment – Code of Practice); or

(ii) any equivalent to that British Standard which updates or replaces it from time to time; and

(b) where they are not located in the United Kingdom are subject to security

screening in a manner that is compliant with:

(i) the British Standard referred to in Section G4.3(a); or

(ii) any comparable national standard applying in the jurisdiction in which they are located.

Obligations on the DCC

G4.4 The DCC shall:

(a) ensure that each member of DCC Personnel who is authorised to access Data held on the DCC Total System holds a security clearance which is appropriate to the role performed by that individual and to the Data to which he or she is authorised to access; and

(b) annually review the security clearance held by each such individual and ensure that it continues to be appropriate to the role performed by that individual and to the Data to which he or she is authorised to access.

G4.5 The DCC shall comply with Section G4.6 in respect of any of the DCC Personnel who are authorised to carry out activities which:

(a) involve access to resources, or Data held, on the DCC Total System; and

(b) are capable of Compromising the DCC Total System, any User Systems, any RDP Systems or any Device.

G4.6 The DCC shall ensure that any of the DCC Personnel who are authorised to carry out the activities identified in Section G4.5:

(a) where they are located in the United Kingdom are subject to security screening in a manner that is compliant with:

(i) British Standard BS 7858:2012 (Security Screening of Individuals Employed in a Security Environment – Code of Practice); or

(ii) any equivalent to that British Standard which updates or replaces it from time to time; and

(b) where they are not located in the United Kingdom are subject to security screening in a manner that is compliant with:

(i) the British Standard referred to in Section G4.6(a); or

(ii) any comparable national standard applying in the jurisdiction in which they are located.

G4.7 The DCC shall ensure that each member of DCC Personnel who is a Privileged Person has passed a Security Check before being given any access to Data held on the DCC Total System.

G4.8 Where the DCC is required to ensure that any two Systems forming part of the DCC Total System are Separated, it shall either:

(a) ensure that no person is a Privileged Person in relation to both of those Systems; or

(b) to the extent that any person is a Privileged Person in relation to both Systems, it establishes additional controls sufficient to ensure that the activities of that person cannot become a means by which any part of the DCC Live Systems is Compromised to a material extent.

G5 INFORMATION SECURITY: OBLIGATIONS ON THE DCC AND USERS

Information Security: Obligations on the DCC

G5.1 The DCC shall establish, maintain and implement processes for the identification and management of the risk of Compromise to the DCC Total System, and such processes shall comply with:

(a) the standard of the International Organisation for Standards in respect of information security risk management known as ISO/IEC 27005:2011 (Information Technology – Security Techniques – Information Security Management Systems); or

(b) any equivalent to that standard of the International Organisation for Standards which updates or replaces it from time to time

G5.2 The DCC shall carry out an assessment of such processes for the identification and management of risk:

(a) on at least an annual basis;

(b) on any occasion on which it implements a material change to the DCC Total System; and

(c) on the occurrence of any Major Security Incident in relation to the DCC Total System.

G5.3 Where the DCC is required in accordance with the DCC Licence to obtain and hold ISO 27001 certification, it shall:

(a) establish, give effect to, maintain, and comply with a set of policies and procedures to be known as the DCC Information Security Management System;

(b) ensure that the DCC Information Security Management System:

(i) is so designed as to ensure that the DCC complies with its obligations under Sections G2 and G4;

(ii) meets the requirements of Sections G5.4 to G5.13; and

(iii) provides for security controls which are proportionate to the potential impact of each part of the DCC Total System being Compromised, as determined by means of processes for the management of information risk; and

(c) review the DCC Information Security Management System on at least an annual basis, and make any changes to it following such a review in order to ensure that it remains fit for purpose.

The DCC Information Security Management System

G5.4 The DCC Information Security Management System shall incorporate an information security policy which makes appropriate provision in respect of:

(a) measures to identify and mitigate risks to the security of Data stored on or communicated by means of the DCC Total System, including measures relating to Data handling, retention and protection; and

(b) the establishment and maintenance of an Information Classification Scheme in relation to the DCC Total System.

G5.5 The DCC Information Security Management System shall specify the approach of the DCC to:

(a) information security, including its arrangements to review that approach at planned intervals;

(b) human resources security;

(c) physical and environmental security; and

(d) ensuring that the DCC Service Providers establish and maintain information, human resources, and physical and environmental security measures which are equivalent to those of the DCC.

G5.6 The DCC Information Security Management System shall incorporate a set of asset management procedures which shall make provision for the DCC to establish and maintain a register of the physical and information assets on which it relies for the purposes of the Authorised Business (including a record of the member of DCC

Personnel who has responsibility for each such asset).

G5.7 The DCC Information Security Management System shall incorporate procedures that comply with:

(a) HMG Security Procedures – Telecommunications Systems and Services, Issue Number 2.2 (April 2012), in respect of the security of telecommunications systems and services; or

(b) any equivalent to those HMG Security Procedures which update or replace them from time to time.

G5.8 The DCC Information Security Management System shall incorporate procedures that comply with:

(a) the appropriate standards of the International Organisation for Standards with respect to network security, comprising ISO/IEC 27033-1:2009, ISO/IEC 27033-2:2012 and ISO/IEC 27033-3:2010 (Information Technology – Security Techniques – Network Security); or

(b) any equivalents to those standards of the International Organisation for Standards which update or replace them from time to time.

G5.9 The DCC Information Security Management System shall incorporate a policy on access control, which includes provision in respect of:

(a) measures to restrict access to Data that is stored on or communicated by means of the DCC Total System to those who require such Data and are authorised to obtain it;

(b) the designation of appropriate levels of identity assurance in respect of those who are authorised to access such Data;

(c) the specification of appropriate levels of security clearance in respect of those who are authorised to access such Data;

(d) procedures for granting, amending and removing authorisations in respect of access to such Data;

(e) procedures for granting and reviewing security clearances for DCC Personnel; and

(f) measures to ensure that the activities of one individual may not become a means by which the DCC Total System is Compromised to a material extent.

G5.10 The DCC Information Security Management System shall incorporate procedures on the management of information security incidents which comply with:

(a) the standard of the International Organisation for Standards in respect of security incident management known as ISO/IEC 27035:2011 (Information Technology – Security Techniques – Information Security Incident Management); or

(b) any equivalent to that standard of the International Organisation for Standards which updates or replaces it from time to time.

G5.11 The DCC Information Security Management System shall incorporate procedures on the management of information security incidents which in particular make provision for:

(a) the allocation of clearly defined roles and responsibilities to DCC Personnel;

(b) the manner in which such incidents will be monitored, classified, reported and managed;

(c) a communications plan in relation to all communications with respect to such incidents; and

(d) the use of recovery systems in the case of serious incidents.

G5.12 The DCC Information Security Management System shall incorporate procedures on the management of business continuity that comply with:

(a) the following standards of the International Organisation for Standards in respect of business continuity:

(i) ISO/IEC 22301:2012 (Societal Security – Business Continuity Management Systems – Requirements); and

(ii) ISO/IEC 27031:2011 (Information Technology – Security Techniques – Guidelines for Information and Communications Technology Readiness for Business Continuity); and

(b) the Business Continuity Institute Good Practice Guidelines 2013; or

(c) in each case, any equivalents to those standards or guidelines which update or replace them from time to time.

G5.13 The DCC Information Security Management System shall incorporate procedures in relation to the secure management of all Secret Key Material of the DCC, which shall in particular make provision for:

(a) the security of that Secret Key Material throughout the whole of its lifecycle from its generation to its destruction;

(b) the manner in which that Secret Key Material will be registered, ordered, generated, labelled, distributed, installed, superseded and renewed; and

(c) the verifiable destruction of that Secret Key Material.

Information Security: Obligations on Users

G5.14 Each User shall establish, maintain and implement processes for the identification and management of the risk of Compromise to:

(a) ~~-~~its User Systems;

(b) any security functionality used for the purposes of complying with the requirements of this Section G in relation to its User Systems;

(c) any other Data, Systems or processes on which it relies for the generation, initiation or processing of Service Requests, Service Responses, Alerts or Data communicated over the Self-Service Interface; ~~and~~

(d) any Smart Metering Systems for which it is the Responsible Supplier; and

~~(d)~~(e) any communications links established between its User Systems and the DCC Total System.

G5.15 Each User shall ensure that such processes for the identification and management of risk comply with:

(a) the standard of the International Organisation for Standards in respect of information security risk management known as ISO/IEC 27005:2011 (Information Technology – Security Techniques – Information Security Management Systems); or

(b) any equivalent to that standard of the International Organisation for Standards which updates or replaces it from time to time.

G5.16 Each User shall carry out an assessment of such processes for the identification and management of risk:

(a) on at least an annual basis;

(b) on any occasion on which it implements a material change to:

(i) its User Systems;

(ii) any security functionality used for the purposes of complying with the requirements of this Section G in relation to its User Systems;

(iii) any other Systems or processes on which it relies for the generation, initiation or processing of Service Requests, Service Responses, Alerts or Data communicated over the Self-Service Interface; or

(iv) any Smart Metering Systems for which it is the Responsible Supplier; and

(c) on the occurrence of any Major Security Incident in relation to its User Systems.

G5.17 Each User shall comply with the following standard of the International Organisation for Standards in respect of the security, reliability and resilience of its information assets and processes and its User Systems:

(a) ISO/IEC 27001:2013 (Information Technology – Security Techniques – Information Security Management Systems); or

(b) any equivalent to that standard which updates or replaces it from time to time.

G5.18 Each User shall:

(a) establish, give effect to, maintain, and comply with a set of policies and procedures to be known as its User Information Security Management System;

(b) ensure that its User Information Security Management System:

(i) is so designed as to ensure that it complies with its obligations under Sections G3 and G4;

(ii) is compliant with the standard referred to at Section G5.17;

(iii) meets the requirements of Sections G5.19 to G5.24; and

(iv) provides for security controls which are proportionate to the potential impact of each part of its User Systems being Compromised, as determined by means of processes for the management of information risk; and

(c) review its User Information Security Management System on at least an annual basis, and make any changes to it following such a review in order to ensure that it remains fit for purpose.

<u>The User Information Security Management System</u>

G5.19 Each User Information Security Management System shall incorporate an information security policy which makes appropriate provision in respect of:

(a) measures to identify and mitigate risks to the security of Data stored on or communicated by means of the User Systems, including measures relating to Data handling, retention and protection;

(b) the establishment and maintenance of an Information Classification Scheme in relation to the User Systems;

(c) the management of business continuity; and

(d) the education, training and awareness of User Personnel in relation to

information security.

G5.20 Each User Information Security Management System shall specify the approach of the User to:

(a) information security, including its arrangements to review that approach at planned intervals;

(b) human resources security;

(c) physical and environmental security; and

(d) ensuring that any person who provides services to the User for the purpose of ensuring that the User is able to comply with its obligations under this Code must establish and maintain information, human resources, and physical and environmental security measures which are equivalent to those of the User.

G5.21 Each User Information Security Management System shall incorporate a set of asset management procedures which shall make provision for the User to establish and maintain a register of the physical and information assets on which it relies for the purposes of complying with its obligations under this Code.

G5.22 Each User Information Security Management System shall incorporate a policy on access control, which includes provision in respect of:

(a) measures to restrict access to Data that is stored on or communicated by means of the User Systems to those who require such Data and are authorised to obtain it;

(b) procedures for granting, amending and removing authorisations in respect of access to such Data; and

(c) measures to ensure that the activities of one individual may not become a means by which the User Systems are Compromised to a material extent.

G5.23 Each User Information Security Management System shall incorporate procedures on the management of information security incidents which comply with:

(a) the standard of the International Organisation for Standards in respect of

security incident management known as ISO/IEC 27035:2011 (Information Technology – Security Techniques – Information Security Incident Management); or

(b) any equivalent to that standard of the International Organisation for Standards which updates or replaces it from time to time.

G5.24 Each User Information Security Management System shall incorporate procedures in relation to the secure management of all Secret Key Material of the User, which shall in particular make provision for:

(a) the security of that Secret Key Material throughout the whole of its lifecycle from its generation to its destruction;

(b) the manner in which that Secret Key Material will be registered, ordered, generated, labelled, distributed, installed, superseded and renewed; and

(c) the verifiable destruction of that Secret Key Material.

Shared Resources

G5.25 Sections G5.26 to G5.28 apply in relation to a User where:

(a) any resources which form part of its User Systems also form part of the User Systems of another User ("**Shared Resources**"); and

(b) by virtue of those Shared Resources:

(i) its User Systems are capable of being a means by which the User Systems of that other User are Compromised (or vice versa); or

(ii) the potential extent to which the User Systems of either User may be Compromised, or the potential adverse effect of any Compromise to the User Systems of either User, is greater than it would have been had those User Systems not employed Shared Resources.

G5.26 Where this Section applies, the requirement at Section G5.18(b)(iv) shall be read as a requirement to ensure that the User's Information Security Management System provides for security controls which are proportionate to the potential impact of a

Compromise to each part of all User Systems of each User which employ the Shared Resources.

G5.27 Where this Section applies, a User which begins to employ Shared Resources as part of its User Systems:

(a) shall notify the Security Sub-Committee as soon as reasonably practicable after first doing so; and

(b) where those Shared Resources are provided by a third party, shall include in that notification ~~the name and contact details of that third party.~~:

(i) the name and contact details of that third party; and

(ii) a description of the services provided by the third party to the User in relation to its User Systems.

G5.28 Where this Section applies, and where a User is entitled to send Critical Service Requests to the DCC, the User shall notify the Security Sub-Committee of the total number of Smart Metering Systems comprising Devices in respect of which such Critical Service Requests are capable of being sent from its User Systems:

(a) as soon as reasonably practicable after it first begins to employ Shared Resources as part of its User Systems; and

(b) at intervals of six months thereafter.

G6 ANOMALY DETECTION THRESHOLDS: OBLIGATIONS ON THE DCC AND USERS

Threshold Anomaly Detection Procedures

G6.1 The "**Threshold Anomaly Detection Procedures**" shall be a SEC Subsidiary Document of that name which~~.~~:

~~G6.1~~(a) describes the means by which:

~~(a)~~(i) each User shall be able securely to notify the DCC of the Anomaly Detection Thresholds set by that User, and of any exceptions that are applicable to each such Anomaly Detection Threshold;

~~(b)~~(ii) the DCC shall be able securely to notify each User when a communication relating to that User is quarantined by the DCC; and

~~(c)~~(iii) each such User shall be able securely to notify the DCC whether it considers that a communication which has been quarantined should be deleted from the DCC Systems~~.~~ or processed by the DCC; and

~~G6.2~~(b) ~~For~~determines the ~~purposes~~standard of ~~Section G6.1, a User~~security at which Users and the DCC ~~are~~must be able ~~'securely'~~ to notify each other ~~where the ability of each of them~~in order for such notifications to ~~give a notice, and where the authenticity, integrity and confidentiality of the information contained in that notice, are at all times maintained~~be considered, for the purposes of paragraph (a), to have been given 'securely'.

Anomaly Detection Thresholds: Obligations on Users

~~G6.3~~G6.2 Each User shall comply with any requirements of the Threshold Anomaly Detection Procedures which are applicable to it.

~~G6.4~~G6.3 Each User which is an Eligible User in relation to any Service listed in the DCC User ~~Gateway~~Interface Services Schedule:

(a) shall set Anomaly Detection Thresholds in respect of:

(i) the total number of Signed Pre-Commands relating to that Service; and

(ii) the total number of Service Requests relating to that Service containing Data of a type which is required to be Encrypted in accordance with the DCC User ~~Gateway~~ Interface Specification; and

(iii) may, at its discretion, set other Anomaly Detection Thresholds.

~~G6.5~~G6.4 Where a User sets any Anomaly Detection Threshold in accordance with Section G6.~~4~~3, it shall:

(a) set that Anomaly Detection Threshold at a level designed to ensure that it will function, when used for the purposes of Threshold Anomaly Detection, as an effective means of detecting any Compromise to any relevant part of its User Systems;

(b) before doing so:

(i) consult, and take into account the opinion of, the DCC as to the appropriate level of the Anomaly Detection Threshold; and

(ii) have regard in particular to the forecast number of Service Requests provided by the User to the DCC in accordance with Section H3.~~38~~22 (Managing Demand for User ~~Gateway~~Interface Services); and

(c) after doing so, notify the DCC of that Anomaly Detection Threshold.

Anomaly Detection Thresholds: Obligations on the DCC

~~G6.6~~G6.5 The DCC shall comply with any requirements of the Threshold Anomaly Detection Procedures which are applicable to it.

~~G6.7~~G6.6 The DCC:

(a) shall, for each Service listed in the DCC User ~~Gateway~~Interface Services Schedule, set an Anomaly Detection Threshold in respect of :

(i) the total number of Signed Pre-Commands relating to that Service; and

(ii) the total number of Service Requests relating to that Service containing Data of a type which is required to be Encrypted in accordance with the

DCC User ~~Gateway~~ Interface Specification;

(b) shall set an Anomaly Detection Threshold in respect of a data value that has been agreed with the Security Sub-Committee within each type of Signed Pre-Command; and

(c) may, at its discretion, set other Anomaly Detection Thresholds.

~~G6.8~~G6.7 Where the DCC sets any Anomaly Detection Threshold in accordance with Section G6.~~7~~6, it shall:

(a) set that Anomaly Detection Threshold at a level designed to ensure that it will function, when used for the purposes of Threshold Anomaly Detection, as an effective means of detecting any Compromise to any relevant part of the DCC Total System or of any User Systems; and

(b) before doing so consult, and take into account the opinion of, the Security Sub-Committee as to the appropriate level of the Anomaly Detection Threshold.

~~G6.9~~G6.8 The DCC shall notify the Security Sub-Committee of:

(a) each Anomaly Detection Threshold that it sets; and

(b) each Anomaly Detection Threshold that is set by a User and notified to the DCC in accordance with Section G6.~~5~~4(c).

~~G6.10~~G6.9 Where the DCC is consulted by a User in relation to an Anomaly Detection Threshold which that User proposes to set, the DCC shall:

(a) provide to the User its opinion as to the appropriate level of that Anomaly Detection Threshold; and

(b) in doing so, have regard to the need to ensure that it will function, when used for the purposes of Threshold Anomaly Detection, as an effective means of detecting any Compromise to any relevant part of the User Systems of that User.

Anomaly Detection Thresholds: Obligations on the DCC and Users

~~G6.11~~G6.10 The DCC and each User shall, in relation to each Anomaly Detection Threshold that it sets:

(a) keep the Anomaly Detection Threshold under review, having regard to the need to ensure that it continues to function, when used for the purposes of Threshold Anomaly Detection, as an effective means of detecting any Compromise to any relevant part of the DCC Total System and/or User Systems (as the case may be);

(b) for this purpose have regard to any opinion provided to it by the Security Sub-Committee from time to time as to the appropriate level of the Anomaly Detection Threshold; and

(c) where the level of that Anomaly Detection Threshold is no longer appropriate, set a new Anomaly Detection Threshold in accordance with the relevant provisions of this Section G6.

G7 SECURITY SUB-COMMITTEE

Establishment of the Security Sub-Committee

G7.1 The Panel shall establish a Sub-Committee in accordance with the requirements of this Section G7, to be known as the "**Security Sub-Committee**".

G7.2 Save as expressly set out in this Section G7, the Security Sub-Committee shall be subject to the provisions concerning Sub-Committees set out in Section C6 (Sub-Committees).

Membership of the Security Sub-Committee

G7.3 The Security Sub-Committee shall be composed of the following persons (each a "**Security Sub-Committee Member**"):

(a) the Security Sub-Committee Chair (as further described in Section G7.5);

(b) eight Security Sub-Committee (Supplier) Members (as further described in Section G7.6);

(c) two Security Sub-Committee (Network) Members (as further described in Section G7.8);

(d) one Security Sub-Committee (Other User) Member (as further described in Section G7.10);

~~(d)~~(e) one representative of the DCC (as further described in Section G7.~~10~~12).

G7.4 Each Security Sub-Committee Member must be an individual (and cannot be a body corporate, association or partnership). No one person can hold more than one office as a Security Sub-Committee Member at the same time.

G7.5 The ~~"~~"**Security Sub-Committee Chair**~~"~~" shall be such person as is (from time to time) appointed to that role by the Panel in accordance with a process designed to ensure that:

(a) the candidate selected is sufficiently independent of any particular Party or class of Parties;

(b) the Security Sub-Committee Chair is appointed for a [three-year] term (following which he or she can apply to be re-appointed);

(c) the Security Sub-Committee Chair is remunerated at a reasonable rate;

(d) the Security Sub-Committee Chair's appointment is subject to Section C6.9 (Member Confirmation), and to terms equivalent to Section C4.6 (Removal of Elected Members); and

(e) provision is made for the Security Sub-Committee Chair to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor.

G7.6 Each of the eight "**Security Sub-Committee (Supplier) Members**" shall (subject to any directions to the contrary made by the Secretary of State for the purpose of transition on the incorporation of this Section G7 into this Code):

(a) be appointed in accordance with Section G7.7, subject to compliance by the appointed person with Section C6.9 (Member Confirmation);

(b) retire [two] years after his or her appointment (without prejudice to his or her ability to be nominated for a further term of office); and

(c) be capable of being removed from office in accordance with Sections C4.5 and C4.6 (Removal of Elected Members), for which purpose those Sections shall be read as if references to "Elected Member" were to "Security Sub-Committee (Supplier) Member", references to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", and references to "Panel Members" were to "Security Sub-Committee Members".

G7.7 Each of the eight Security Sub-Committee (Supplier) Members shall be appointed in accordance with a process:

(a) by which six Security Sub-Committee (Supplier) Members will be elected by Large Supplier Parties, and two Security Sub-Committee (Supplier) Members will be elected by Small Supplier Parties; and

(b) that is otherwise the same as that by which Elected Members are elected under Sections C4.2 and C4.3 (as if references therein to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", references to "Panel Members" were to "Security Sub-Committee Members", and references to provisions of Section C or D were to the corresponding provisions set out in or applied pursuant to this Section G7).

G7.8 Each of the two "**Security Sub-Committee (Network) Members**" shall (subject to any directions to the contrary made by the Secretary of State for the purpose of transition on the incorporation of this Section G7 into this Code):

(a) be appointed in accordance with Section G7.9, subject to compliance by the appointed person with Section C6.9 (Member Confirmation);

(b) retire [two] years after his or her appointment (without prejudice to his or her ability to be nominated for a further term of office); and

(c) be capable of being removed from office in accordance with Sections C4.5 and C4.6 (Removal of Elected Members), for which purpose those Sections shall be read as if references to "Elected Member" were to "Security Sub-Committee (Network) Member", references to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", and references to "Panel Members" were to "Security Sub-Committee Members".

G7.9 Each of the two ~~"~~Security Sub-Committee (Network) Members~~"~~ shall be appointed in accordance with a process:

(a) by which one Security Sub-Committee (Network) Member will be elected by the Electricity Network Parties and one Security Sub-Committee (Network) Member will be elected by the Gas Network Parties;

(b) that is otherwise the same as that by which Elected Members are elected under Sections C4.2 and C4.3 (as if references therein to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", references to "Panel Members" were to "Security Sub-

Committee Members", and references to provisions of Section C or D were to the corresponding provisions set out in or applied pursuant to this Section G7).

G7.10 The "**Security Sub-Committee (Other User) Member**" shall (subject to any directions to the contrary made by the Secretary of State for the purpose of transition on the incorporation of this Section G7 into this Code):

(a) be appointed in accordance with Section G7.11, subject to compliance by the appointed person with Section C6.9 (Member Confirmation);

(b) retire two years after his or her appointment (without prejudice to his or her ability to be nominated for a further term of office); and

(c) be capable of being removed from office in accordance with Sections C4.5 and C4.6 (Removal of Elected Members), for which purpose those Sections shall be read as if references to "Elected Member" were to "Security Sub-Committee (Other User) Member", references to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", and references to "Panel Members" were to "Security Sub-Committee Members".

G7.11 The Security Sub-Committee (Other User) Member shall be appointed in accordance with a process:

(a) by which he or she is elected by those Other SEC Parties which are Other Users; and

(b) that is otherwise the same as that by which Elected Members are elected under Sections C4.2 and C4.3 (as if references therein to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", references to "Panel Members" were to "Security Sub-Committee Members", and references to provisions of Section C or D were to the corresponding provisions set out in or applied pursuant to this Section G7).

~~G7.10~~G7.12 The DCC may nominate one person to be a Security Sub-Committee Member by notice to the Secretariat from time to time. The DCC may replace its nominee from time to time by prior notice to the Secretariat. Such nomination or replacement shall

be subject to compliance by the relevant person with Section C6.9 (Member Confirmation).

Proceedings of the Security-Sub Committee

~~G7.11~~G7.13 Without prejudice to the generality of Section C5.13(c) (Attendance by Other Persons) as it applies pursuant to Section G7.~~12~~14:

(a) a representative of the Secretary of State shall be:

(i) invited to attend each and every Security Sub-Committee meeting;

(ii) entitled to speak at such Security Sub-Committee meetings without the permission of the Security Sub-Committee Chair; and

(iii) provided with copies of all the agenda and supporting papers available to Security Sub-Committee Members in respect of such meetings;

(b) the Security Sub-Committee Chair shall invite to attend Security Sub-Committee meetings any persons that the Security Sub-Committee determines it appropriate to invite in order to be provided with expert advice on security matters.

~~G7.12~~G7.14 Subject to Section G7.~~11~~13, the provisions of Section C5 (Proceedings of the Panel) shall apply to the proceedings of the Security Sub-Committee, for which purpose that Section shall be read as if references to "Panel" were to "Security Sub-Committee", references to "Panel Chair" were to "Security Sub-Committee Chair", and references to "Panel Members" were to "Security Sub-Committee Members".

Duties and Powers of the Security Sub-Committee

~~G7.13~~G7.15 The Security Sub-Committee:

(a) shall perform the duties and may exercise the powers set out in Sections G7.~~14~~16 to G7.~~18~~20; and

(b) shall perform such other duties and may exercise such other powers as may be expressly ascribed to the Security Sub-Committee elsewhere in this Code.

Document Development and Maintenance

~~G7.14~~G7.16 The Security Sub-Committee shall:

(a) develop and maintain a document, to be known as the "**Security Controls Framework**", which shall:

(i) set out the appropriate User Security Assessment Methodology to be applied to different categories of security assurance assessment carried out in accordance with Section G8 (User Security Assurance); and

(ii) be designed to ensure that such security assurance assessments are proportionate, consistent in their treatment of equivalent Users and equivalent User Roles, and achieve appropriate levels of security assurance in respect of different Users and different User Roles;

(b) carry out reviews of the Security Risk Assessment:

(i) at least once each year in order to identify any new or changed security risks to the End-to-End Smart Metering System; and

(ii) in any event promptly if the Security Sub-Committee considers there to be any material change in the level of security risk;

(c) maintain the Security Requirements to ensure that it is up to date and at all times identifies the security controls which the Security Sub-Committee considers appropriate to mitigate the security risks identified in the Security Risk Assessment;

(d) maintain the End-to-End Security Architecture to ensure that it is up to date; and

(e) develop and maintain a document to be known as the "**Risk Treatment Plan**", which shall identify the residual security risks which in the opinion of the Security Sub-Committee remain unmitigated taking into account the security controls that are in place.

Security Assurance

~~G7.15~~G7.17 The Security Sub-Committee shall:

(a) periodically, and in any event at least once each year, review the Security Obligations and Assurance Arrangements in order to identify whether in the opinion of the Security Sub-Committee they continue to be fit for purpose;

(b) exercise such functions as are allocated to it under, and comply with the applicable requirements of Section G8 (User Security Assurance) and Section G9 (DCC Security Assurance);

(c) provide the Panel with support and advice in respect of issues relating to the actual or potential non-compliance of any Party with the requirements of the Security Obligations and Assurance Arrangements;

(d) keep under review the Commercial Products Assurance Scheme in order to assess whether it continues to be fit for purpose in so far as it is relevant to the Code, and suggest modifications to the scheme provider to the extent to which it considers them appropriate;

(e) to the extent to which it considers it appropriate, in relation to any User (or, during the first User Entry Process, Party) which has produced a User Security Assessment Response that sets out any steps that the User proposes to take in accordance with Section G8.24(b):

(i) liaise with that User (or Party) as to the nature and timetable of such steps;

(ii) either accept the proposal to take those steps within that timetable or seek to agree with that User (or Party) such alternative steps or timetable as the Security Sub-Committee may consider appropriate; and

(iii) take advice from the User Independent Security Assurance Service Provider; and

(iv) where the Security Sub-Committee considers it appropriate, request the User Independent Security Assurance Service Provider to carry out a

Follow-up Security Assessment;

(f) provide advice to the Panel on the scope and output of the independent security assurance arrangements of the DCC in relation to the design, building and testing of the DCC Total System;

(g) provide advice to the Panel on the scope and output of the SOC2 assessment of the DCC Total System; and

(h) provide advice to the Panel in relation to the appointment of the User Independent Security Assurance Service Provider, monitor the performance of the person appointed to that role and provide advice to the Panel in respect of its views as to that performance.

Monitoring and Advice

~~G7.16~~G7.18 The Security Sub-Committee shall:

(a) provide such reasonable assistance to the DCC and Users as may be requested by them in relation to the causes of security incidents and the management of vulnerabilities on their Systems;

(b) monitor the (actual and proposed) Anomaly Detection Thresholds of which it is notified by the DCC, consider the extent to which they act as an effective means of detecting any Compromise to any relevant part of the DCC Total System or of any User Systems, and provide its opinion on such matters to the DCC;

(c) provide the Panel with support and advice in respect of Disputes for which the Panel is required to make a determination, insofar as such Disputes relate to the Security Obligations and Assurance Arrangements;

(d) provide the Panel, the Change Board and any relevant Working Group with support and advice in relation to any Modification Proposal which may affect the security of the End-to-End Smart Metering System or the effective implementation of the security controls that are identified in the Security Requirements;

(e) advise the Authority of any modifications to the conditions of Energy Licences which it considers may be appropriate having regard to the residual security risks identified from time to time in the Risk Treatment Plan;

(f) respond to any consultations on matters which may affect the security of the End-to-End Smart Metering System or the effective implementation of the security controls that are identified in the Security Requirements;

(g) act in cooperation with, and send a representative to, the SMKI PMA, the Technical Sub-Committee and any other Sub-Committee or Working Group which requests the support or attendance of the Security Sub-Committee; and

(h) provide such further support and advice to the Panel as it may request.

Modifications

~~G7.17~~G7.19 The Security Sub-Committee shall establish a process under which the Code Administrator monitors Modification Proposals with a view to identifying (and bringing to the attention of the Security Sub-Committee) those proposals that:

(a) are likely to affect the Security Obligations and Assurance Arrangements; or

(b) are likely to relate to other parts of the Code but may have a material effect on the security of the End-to-End Smart Metering System,

and the Code Administrator shall comply with such process.

~~G7.18~~G7.20 Notwithstanding Section D1.3 (Persons Entitled to Submit Modification Proposals):

(a) the Security Sub-Committee shall be entitled to submit Modification Proposals in respect of the Security Obligations and Assurance Arrangements where the Security Sub-Committee considers it appropriate to do so; and

(b) any Security Sub-Committee Member shall be entitled to submit Modification Proposals in respect of the Security Obligations and Assurance Arrangements where he or she considers it appropriate to do so (where the Security Sub-Committee has voted not to do so).

~~G7.19~~G7.21 Notwithstanding Section D6.3 (Establishment of a Working Group), and subject to the provisions of Sections D6.5 and D6.6, the Security Sub-Committee shall be entitled to nominate a representative to be a member of any Working Group.

~~G7.20~~G7.22 For the purposes of Section D7.1 (Modification Report):

(a) written representations in relation to the purpose and effect of a Modification Proposal may be made by:

(i) the Security Sub-Committee; and/or

(ii) any Security Sub-Committee Member (either alone or in addition to any representations made by other Security Sub-Committee Members and/or the Security Sub-Committee collectively); and

(b) notwithstanding Section D7.3 (Content of the Modification Report), the Code Administrator shall ensure that all such representations, and a summary of any evidence provided in support of them, are set out in the Modification Report prepared in respect of the relevant Modification Proposal.

G8 USER SECURITY ASSURANCE

Procurement of the User Independent Security Assurance Service Provider

G8.1 The Panel shall procure the provision of security assurance services:

(a) of the scope specified in Section G8.3;

(b) from a person who:

(i) is suitably qualified in accordance with Section G8.4;

(ii) satisfies the independence requirement specified in Section G8.7; and

(iii) satisfies the capacity requirement specified in Section G8.9,

and that person is referred to in this Section G8 as the "**User Independent Security Assurance Service Provider**".

G8.2 Except where the contrary is required by the provisions of Section X (Transition), the Panel may appoint more than one person to carry out the functions of the User Independent Security Assurance Service Provider.

Scope of Security Assurance Services

G8.3 The security assurance services specified in this Section G8.3 are services in accordance with which the User Independent Security Assurance Service Provider shall:

(a) carry out User Security Assessments at such times and in such manner as is provided for in this Section G8;

(b) produce User Security Assessment Reports in relation to Users that have been the subject of a User Security Assessment;

(c) receive and consider User Security Assessment Responses and carry out any Follow-up Security Assessments at the request of the Security Sub-Committee;

(d) otherwise, at the request of, and to an extent determined by, the Security Sub-Committee, carry out an assessment of the compliance of any User with its

obligations under Sections G3 to G6 where:

(i) following either a User Security Self-Assessment or Verification User Security Assessment, any material increase in the security risk relating to that User has been identified; or

(ii) the Security Sub-Committee otherwise considers it appropriate for that assessment to be carried out;

(e) review the outcome of User Security Self-Assessments;

(f) at the request of the Security Sub-Committee, provide to it advice in relation to:

(i) the compliance of any User with its obligations under Sections G3 to G6; and

(ii) changes in security risks relating to the Systems, Data, functionality and processes of any User which fall within Section G5.14 (Information Security: Obligations on Users);

(g) at the request of the Panel, provide to it advice in relation to the suitability of any remedial action plan for the purposes of Section M8.4 of the Code (Consequences of an Event of Default);

(h) at the request of the Security Sub-Committee Chair, provide a representative to attend and contribute to the discussion at any meeting of the Security Sub-Committee; and

(i) undertake such other activities, and do so at such times and in such manner, as may be further provided for in this Section G8.

Suitably Qualified Service Provider

G8.4 The User Independent Security Assurance Service Provider shall be treated as suitably qualified in accordance with this Section G8.4 only if it satisfies:

(a) one or more of the requirements specified in Section G8.5; and

(b) the requirement specified in Section G8.6.

G8.5 The requirements specified in this Section G8.5 are that the User Independent Security Assurance Service Provider:

~~(a) is a CESG CHECK service provider;~~

~~(b)~~(a) is a CESG Tailored Assurance Service (CTAS) provider;

~~(c)~~(b) is accredited by UKAS as meeting the requirements for providing audit and certification of information security management systems in accordance with ISO/IEC 27001:2013 (Information Technology – Security Techniques – Information Security Management Systems) or any equivalent to that standard which updates or replaces it from time to time; and/or

~~(d)~~(c) holds another membership, accreditation, approval or form of professional validation that is in the opinion of the Panel substantially equivalent in status and effect to one or more of the arrangements described in paragraphs (a) ~~to (c~~and (b).

G8.6 The requirement specified in this Section G8.6 is that the User Independent Security Assurance Service Provider:

(a) employs consultants who are members of the CESG Listed Adviser Scheme (CLAS) at the 'Lead' or 'Senior Practitioner' level in either the 'Security and Information Risk Advisor' or 'Information Assurance Auditor' roles; and

(b) engages those individuals as its lead auditors for the purposes of carrying out all security assurance assessments in accordance with this Section G8.

Independence Requirement

G8.7 The independence requirement specified in this Section G8.7 is that the User Independent Security Assurance Service Provider must be independent of each Party and of each service provider from whom that Party may acquire capability for any purpose related to its compliance with its obligations as a User under Sections G3 to G6 (but excluding any provider of corporate assurance services to that Party).

G8.8 For the purposes of Section G8.7, the User Independent Security Assurance Service Provider is to be treated as independent of a Party (and of a relevant service provider

of that Party) only if:

(a) neither that Party nor any of its subsidiaries (or such a service provider or any of its subsidiaries) holds or acquires any investment by way of shares, securities or other financial rights or interests in the User Independent Security Assurance Service Provider;

(b) no director of that Party (or of any such service provider) is or becomes a director or employee of, or holds or acquires any investment by way of shares, securities or other financial rights or interests in, the User Independent Security Assurance Service Provider;

(c) the User Independent Security Assurance Service Provider does not hold or acquire a participating interest (as defined in section 421A of the Financial Services and Markets Act 2000) in that Party (or in any such service provider); and

(d) the User Independent Security Assurance Service Provider is able to demonstrate to the satisfaction of the Panel that it has in place arrangements to ensure that it will at all times act independently of any commercial relationship that it has or may in future have with any Party.

Capacity Requirement

G8.9 The capacity requirement specified in this Section G8.9 is that the User Independent Security Assurance Service Provider must be capable of meeting the Panel's estimate of the demand for its security assurance services throughout the period in relation to which those services are being procured.

Compliance of the User Independent Security Assurance Service Provider

G8.10 The Panel shall be responsible for ensuring that the User Independent Security Assurance Service Provider carries out its functions in accordance with the provisions of this Section G8.

Users: Duty to Cooperate in Assessment

G8.11 Each User shall do all such things as may be reasonably requested by the Security

Sub-Committee, or by any person acting on behalf of or at the request of the Security Sub-Committee (including in particular the User Independent Security Assurance Service Provider), for the purposes of facilitating an assessment of that User's compliance with its obligations under Sections G3 to G6.

G8.12 For the purposes of Section G8.11, a User shall provide the Security Sub-Committee (or the relevant person acting on its behalf or at its request) with:

(a) all such Data as may reasonably be requested, within such times and in such format as may reasonably be specified;

(b) all such other forms of cooperation as may reasonably be requested, including in particular:

(i) access at all reasonable times to such parts of the premises of that User as are used for, and such persons engaged by that User as carry out or are authorised to carry out, any activities related to its compliance with its obligations under Sections G3 to G6; and

(ii) such cooperation as may reasonably be requested by the Independent Security Assessment Services Provider for the purposes of carrying out any security assurance assessment in accordance with this Section G8.

Categories of Security Assurance Assessment

G8.13 For the purposes of this Section G8, there shall be the following four categories of security assurance assessment:

(a) a Full User Security Assessment (as further described in Section G8.14);

(b) a Verification User Security Assessment (as further described in Section G8.15);

(c) a User Security Self-Assessment (as further described in Section G8.16); and

(d) a Follow-up Security Assessment (as further described in Section G8.17).

G8.14 A "**Full User Security Assessment**" shall be an assessment carried out by the User Independent Security Assurance Service Provider in respect of a User to identify the

extent to which that User is compliant with each of its obligations under Sections G3 to G6 in each of its User Roles.

G8.15 A "**Verification User Security Assessment**" shall be an assessment carried out by the User Independent Security Assurance Service Provider in respect of a User to identify any material ~~change~~increase in the security risk relating to the Systems, Data, functionality and processes of that User falling within Section G5.14 (Information Security: Obligations on Users) since the last occasion on which a Full User Security Assessment was carried out in respect of that User.

G8.16 A "**User Security Self-Assessment**" shall be an assessment carried out by a User, the outcome of which is reviewed by the User Independent Security Assurance Service Provider, to identify any material ~~change~~increase in the security risk relating to the Systems, Data, functionality and processes of that User falling within Section G5.14 (Information Security: Obligations on Users) since the last occasion on which a User Security Assessment was carried out in respect of that User.

G8.17 A "**Follow-up Security Assessment**" shall be an assessment carried out by the User Independent Security Assurance Service Provider, following a User Security Assessment, in accordance with the provisions of Section G8.26.

G8.18 For the purposes of Sections G8.15 and G8.16, a Verification Security Assessment and User Security Self-Assessment shall each be assessments carried out in respect of a User having regard in particular to:

(a) any changes made to any System, Data, functionality or process falling within the scope of Section G5.14 (Information Security: Obligations on Users);

(b) where the User is a Supplier Party, any increase in the number of Enrolled Smart Metering Systems for which it is the Responsible Supplier; and

(c) where the User is a Network Party, any increase in the number of Enrolled Smart Metering Systems for which it is the Electricity Distributor or the Gas Transporter.

User Security Assessments: General Procedure

User Security Assessment Methodology

G8.19 Each User Security Assessment carried out by the User Independent Security Assurance Service Provider shall be carried out in accordance with the User Security Assessment Methodology applicable to the relevant category of assessment.

The User Security Assessment Report

G8.20 Following the completion of a User Security Assessment, the User Independent Security Assurance Service Provider shall, in discussion with the User to which the assessment relates, produce a written report (a "**User Security Assessment Report**") which shall:

(a) set out the findings of the User Independent Security Assurance Service Provider on all the matters within the scope of the User Security Assessment;

(b) in the case of a Full User Security Assessment:

(i) specify any instances of actual or potential non-compliance of the User with its obligations under Sections G3 to G6 which have been identified by the User Independent Security Assurance Service Provider; and

(ii) set out the evidence which, in the opinion of the User Independent Security Assurance Service Provider, establishes each of the instances of actual or potential non-compliance which it has identified; and

(c) in the case of a Verification User Security Assessment:

(i) specify any material increase in the security risk relating to that User which the User Independent Security Assurance Service Provider has identified since the last occasion on which a Full User Security Assessment was carried out in respect of that User; and

(ii) set out the evidence which, in the opinion of the User Independent Security Assurance Service Provider, establishes the increase in security risk which it has identified.

G8.21 The User Independent Security Assurance Service Provider shall submit a copy of each User Security Assessment Report to the Security Sub-Committee and to the User to which that report relates.

The User Security Assessment Response

G8.22 Following the receipt by any User of a User Security Assessment Report which relates to it, the User shall as soon as reasonably practicable, and in any event by no later than such date as the Security Sub-Committee may specify:

(a) produce a written response to that report (a "**User Security Assessment Response**") which addresses the findings set out in the report; and

(b) submit a copy of that response to the Security Sub-Committee and the User Independent Security Assurance Service Provider.

G8.23 Where a User Security Assessment Report:

(a) following a Full User Security Assessment, specifies any instance of actual or potential non-compliance of a User with its obligations under Sections G3 to G6; or

(b) following a Verification User Security Assessment, specifies any material increase in the security risk relating to a User since the last occasion on which a Full User Security Assessment was carried out in respect of that User,

the User shall ensure that its User Security Assessment Response includes the matters referred to in Section G8.24.

G8.24 The matters referred to in this Section are that the User Security Assessment Response:

(a) indicates whether the User accepts the relevant findings of the User Independent Security Assurance Service Provider and, where it does not, explains why this is the case;

(b) sets out any steps that the User has taken or proposes to take in order to remedy and/or mitigate the actual or potential non-compliance or the increase

in security risk (as the case may be) specified in the User Security Assessment Report; and

(c) identifies a timetable within which the User proposes to take any such steps that have not already been taken.

G8.25 Where a User Security Assessment Response sets out any steps that the User proposes to take in accordance with Section G8.24(b), the Security Sub-Committee (having considered the advice of the User Independent Security Assurance Service Provider) shall review that response and either:

(a) notify the User that it accepts that the steps that the User proposes to take, and the timetable within which it proposes to take them, are appropriate to remedy and/or mitigate the actual or potential non-compliance or increase in security risk (as the case may be) specified in the User Security Assessment Report; or

(b) seek to agree with the User such alternative steps and/or timetable as would, in the opinion of the Security Sub-Committee, be more appropriate for that purpose.

G8.26 Where a User Security Assessment Response sets out any steps that the User proposes to take in accordance with Section G8.24(b), and where those steps and the timetable within which it proposes to take them are accepted by the Security Sub-Committee, or alternative steps and/or an alternative timetable are agreed between it and the User in accordance with Section G8.25, the User shall:

(a) take the steps that have been accepted or agreed (as the case may be) within the timetable that has been accepted or agreed (as the case may be); and

(b) report to the Security Sub-Committee on:

(i) its progress in taking those steps, at any such intervals or by any such dates as the Security Sub-Committee may specify;

(ii) the completion of those steps in accordance with the timetable; and

(iii) any failure to complete any of those steps in accordance with the timetable, specifying the reasons for that failure.

Follow-up Security Assessment

G8.27 Where a User Security Assessment Response sets out any steps that the User proposes to take in accordance with Section G8.24(b), and where those steps and the timetable within which it proposes to take them are accepted by the Security Sub-Committee, or alternative steps and/or an alternative timetable are agreed between it and the User in accordance with Section G8.25, the User Independent Security Assurance Service Provider shall, at the request of the Security Sub-Committee (and by such date as it may specify), carry out a Follow-up Security Assessment of the relevant User to:

(a) identify the extent to which the User has taken the steps that have been accepted or agreed (as the case may be) within the timetable that has been accepted or agreed (as the case may be); and

(b) assess any other matters related to the User Security Assessment Response that are specified by the Security Sub-Committee.

User Security Assessments: Further Provisions

G8.28 The User Independent Security Assurance Service Provider:

(a) may in its discretion, and shall where directed to do so by the Security Sub-Committee:

(i) in relation to a User which acts in more than one User Role, determine that a single User Security Assessment may be carried out in relation to that User in respect of any two or more such User Roles; and

(ii) in carrying out any User Security Assessment, take into account any relevant security accreditation or certification held by the relevant User; and

(b) shall, where any Shared Resources form part of the User Systems of more than one User, have regard to information obtained in relation to such Shared Resources in the User Security Assessment of one such User when carrying out a User Security Assessment of any other such User.

Initial Full User Security Assessment: User Entry Process

G8.29 Sections G8.31 to G8.37 set out the applicable security requirements referred to in Section H1.10(c) (User Entry Process Requirements).

G8.30 For the purposes of Sections G8.31 to G8.37, any reference in Sections G3 to G6 or the preceding provisions of this Section G8 to a 'User' (or to any related expression which applies to Users), shall be read as including a reference (or otherwise applying) to any Party seeking to become a User by completing the User Entry Process for any User Role.

Initial Full User Security Assessment

G8.31 For the purpose of completing the User Entry Process for a User Role, a Party wishing to act as a User in that User Role shall be subject to a Full User Security Assessment in respect of the User Role.

Panel: Setting the Assurance Status

G8.32 Following the completion of that initial Full User Security Assessment, the Security Sub-Committee shall ensure that copies of both the User Security Assessment Report and User Security Assessment Response are provided to the Panel.

G8.33 Following the receipt by it of the User Security Assessment Report and User Security Assessment Response, the Panel shall promptly consider both documents and (having regard to any advice of the Security Sub-Committee) set the assurance status of the Party, in relation to its compliance with each of its obligations under Sections G3 to G6 in the relevant User Role, in accordance with Section G8.34.

G8.34 The Panel shall set the assurance status of the Party as one of the following:

(a) approved;

(b) approved, subject to the Party:

(i) taking such steps as it proposes to take in its User Security Assessment Response in accordance with Section G8.24(b); or

(ii) both taking such steps and being subject to a Follow-up Security Assessment by such date as the Panel may specify,

(c) provisionally approved, subject to:

(i) the Party having first taking such steps as it proposes to take in its User Security Assessment Response in accordance with Section G8.24(b) and been subject to a Follow-up Security Assessment; and

(ii) the Panel having determined that it is satisfied, on the evidence of the Follow-up Security Assessment, that such steps have been taken; or

(d) deferred, subject to:

(i) the Party amending its User Security Assessment Response to address any issues identified by the Panel as being, in the opinion of the Panel, not adequately addressed in that response as submitted to the Security Sub-Committee; and

(ii) the Panel reconsidering the assurance status in accordance with Section G8.33 in the light of such amendments to the User Security Assessment Response.

Approval

G8.35 For the purposes of Sections H1.10(c) and H1.11 (User Entry Process Requirements):

(a) a Party shall be considered to have successfully demonstrated that it meets the applicable security requirements of this Section G8 when:

(i) the Panel has set its assurance status to 'approved' in accordance with either Section G8.34(a) or (b); or

(ii) the Panel has set its assurance status to 'provisionally approved' in accordance with Section G8.34(c) and the requirements specified in that Section have been met; and

(b) the Panel shall notify the Code Administrator as soon as reasonably practicable after the completion of either event described in paragraph (a)(i) or (ii).

Obligations on an Approved Party

G8.36 Where the Panel has set the assurance status of a Party to 'approved' subject to one of the requirements specified in Section G8.34(b), the Party shall take the steps to which that approval is subject.

~~Disputes~~

Disagreement with Panel Decisions

G8.37 Where a Party ~~disputes~~disagrees with any decision made by the Panel in relation to it under Section G8.34, it may appeal that decision to the Authority and the determination of the Authority shall be final and binding for the purposes of the Code.

Security Assurance Assessments: Post-User Entry Process

G8.38 Following its initial Full User Security Assessment for the purposes of the User Entry Process, a User shall be subject to annual security assurance assessments in respect of each of its User Roles in accordance with the provisions of Sections G8.39 to G8.44.

Supplier Parties

G8.39 Where a User is a Supplier Party and the number of ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which it is the Responsible Supplier exceeds 250,000, it shall be subject to a Full User Security Assessment in each year after the year of its initial Full User Security Assessment.

G8.40 Where a User is a Supplier Party and the number of ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which it is the Responsible Supplier is equal to or less than 250,000, it shall be subject:

(a) in the first year after the year of its initial Full User Security Assessment, to a Verification Security Assessment;

(b) in the immediately following year, to a User Security Self-Assessment;

(c) in the next following year, to a Full User Security Assessment; and

(d) in each year thereafter, to a category of security assurance assessment which

repeats the same annual sequence as that of paragraphs (a) to (c).

G8.41 In assessing for the purposes of Sections G8.39 and G8.40 the number of ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which a User is the Responsible Supplier, that number shall, where any Shared Resources form part of both its User Systems and the User Systems of another User, be deemed to include any ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which that other User is the Responsible Supplier.

Network Parties

G8.42 Where a User is a Network Party and the number of ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which it is the Electricity Distributor and/or the Gas Transporter exceeds 250,000, it shall be subject:

(a) in the first year after the year of its initial Full User Security Assessment, to a Verification Security Assessment;

(b) in the immediately following year, to a Verification Security Assessment;

(c) in the next following year, to a Full User Security Assessment; and

(d) in each year thereafter, to a category of security assurance assessment which repeats the same annual sequence as that of paragraphs (a) to (c).

G8.43 Where a User is a Network Party and the number of ~~Enrolled~~Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which it is the Electricity Distributor and/or the Gas Transporter is equal to or less than 250,000, it shall be subject:

(a) in the first year after the year of its initial Full User Security Assessment, to a Verification Security Assessment;

(b) in the immediately following year, to a User Security Self-Assessment;

(c) in the next following year, to a Full User Security Assessment; and

(d) in each year thereafter, to a category of security assurance assessment which repeats the same annual sequence as that of paragraphs (a) to (c).

G8.44 In assessing for the purposes of Sections G8.42 and G8.43 the number of Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which a User is the Electricity Distributor and/or the Gas Transporter, that number shall, where any Shared Resources form part of both its User Systems and the User Systems of another User, be deemed to include any Domestic Premises supplied with electricity and/or gas through one or more Smart Metering Systems for which that other User is the Electricity Distributor and/or the Gas Transporter.

Other Users

~~G8.44~~G8.45 Where a User is neither a Supplier Party nor a Network Party, it shall be subject:

(a) in the first year after the year of its initial Full User Security Assessment, to a User Security Self-Assessment;

(b) in the immediately following year, to a User Security Self-Assessment;

(c) in the next following year, to a Full User Security Assessment; and

(d) in each year thereafter, to a category of security assurance assessment which repeats the same annual sequence as that of paragraphs (a) to (c).

Interpretation

G8.46 ~~Where,~~ Section G8.47 applies where:

(a) pursuant to Sections G8.39 to G8.~~43~~41, it is necessary to determine, in relation to any Supplier Party, the number of ~~Enrolled~~Domestic Premises that are supplied with electricity and/or gas through one or more Smart Metering Systems for which ~~any Supplier Party~~it is the Responsible Supplier; or

~~G8.45~~(b) pursuant to Sections G8.42 to G8.44, it is necessary to determine, in relation to any Network Party, the number of Domestic Premises that are supplied with electricity and/or gas through one or more Smart Metering Systems for which it is the Electricity Distributor and/or the Gas Transporter~~:~~.

G8.47 ~~that~~Where this Section applies:

(a) the determination referred to in Section G8.46 shall be made at the time at which the nature of each annual security assurance assessment for ~~that Party~~the relevant User falls to be ascertained; and

(b) the DCC shall provide all reasonable assistance that may be requested by that ~~Party~~User or the Security Sub-Committee for the purposes of making ~~the~~that determination.

User Security Self-Assessment

~~G8.46~~G8.48 Where, in accordance with the requirements of this Section G8, a User is subject to a User Security Self-Assessment in any year, that User shall:

(a) carry out the User Security Self-Assessment during that year;

(b) do so in accordance with the User Security Assessment Methodology that is applicable to User Security Self-Assessments; and

(c) ensure that the outcome of the User Security Self-Assessment is documented and~~,~~ is submitted to the User Independent Security Assurance Service Provider for review by no later than the date which is 13 months after the date of the commencement of the previous User Security Assessment or (if more recent) User Security Self-Assessment.

Users: Obligation to Pay Explicit Charges

~~G8.47~~G8.49 Each User shall pay to the DCC all applicable Charges in respect of:

(a) all User Security Assessments and Follow-up Security Assessments carried out in relation to it by the User Independent Security Assurance Service Provider;

(b) the production by the User Independent Security Assurance Service Provider of any User Security Assessment Reports following such assessments; and

(c) all related activities of the User Independent Security Assurance Service Provider in respect of that User in accordance with this Section G8.

~~G8.48~~G8.50 Expenditure incurred in relation to Users in respect of the matters described in Section G8.~~47~~49 shall be treated as Recoverable Costs in accordance with Section C8 (Panel Costs and Budgets).

~~G8.49~~G8.51 For the purposes of Section G8.~~47~~49 the Panel shall, at such times and in respect of such periods as it may (following consultation with the DCC) consider appropriate, notify the DCC of:

(a) the expenditure incurred in respect of the matters described in Section G8.~~47~~49 that is attributable to individual Users, in order to facilitate Explicit Charges designed to pass-through the expenditure to such Users pursuant to Section K7 (Determining Explicit Charges); and

(b) any expenditure incurred in respect of the matters described in Section G8.~~47~~49 which cannot reasonably be attributed to an individual User.

Events of Default

~~G8.50~~G8.52 In relation to an Event of Default which consists of a material breach by a User of any of its obligations under Sections G3 to G6, the provisions of Sections M8.2 to M8.4 shall apply subject to the provisions of Sections G8.~~51~~53 to G8.~~56~~58.

~~G8.51~~G8.53 Where in accordance with Section M8.2 the Panel receives notification that a User is in material breach of any requirements of Sections G3 to G6, it shall refer the matter to the Security Sub-Committee.

~~G8.52~~G8.54 On any such referral the Security Sub-Committee may investigate the matter in accordance with Section M8.3 as if the references in that Section to the "Panel" were to the "Security Sub-Committee".

~~G8.53~~G8.55 Where the Security Sub-Committee has:

(a) carried out an investigation in accordance with Section M8.3; or

(b) received a report from the User Independent Security Assurance Service Provider, following a User Security Assessment, concluding that a User is in actual or potential non-compliance with any of its obligations under Sections G3 to G6,

the Security Sub-Committee shall consider the information available to it and, where it considers that actual non-compliance with any obligations under Sections G3 to G6 has occurred, shall refer the matter to the Panel for it to determine whether that non-compliance constitutes an Event of Default.

~~G8.54~~G8.56 Where the Panel determines that an Event of Default has occurred, it shall:

(a) notify the relevant User and any other Party it considers may have been affected by the Event of Default; and

(b) determine the appropriate steps to take in accordance with Section M8.4.

~~G8.55~~G8.57 Where the Panel is considering what steps to take in accordance with Section M8.4, it may request and consider the advice of the Security Sub-Committee.

~~G8.56~~G8.58 Where the Panel determines that a User is required to give effect to a remedial action plan in accordance with Section M8.4(d) that plan must be approved by the Panel (having regard to any advice of the Security Sub-Committee).

G9 DCC SECURITY ASSURANCE

The DCC Independent Security Assessment Arrangements

G9.1 The DCC shall establish, give effect to, maintain and comply with arrangements, to be known as the "**DCC Independent Security Assessment Arrangements**", which shall:

(a) have the purpose specified in Section G9.2; and

(b) make provision for the DCC to take the actions specified in Section G9.3.

G9.2 The purpose specified in this Section G9.2 shall be the purpose of procuring SOC2 assessments of:

(a) all security risk assessments undertaken by the DCC in relation to itself and any DCC Service Providers;

(b) the effectiveness and proportionality of the security controls that are in place in order to identify and mitigate security risks in relation to the DCC Total System; and

(c) the DCC's compliance with:

(i) the requirements of Condition 8 (Security Controls for the Authorised Business) of the DCC Licence;

(ii) the requirements of Sections G2 and G4 to G6;

(iii) such other requirements relating to the security of the DCC Total System as may be specified by the Panel (having considered the advice of the Security Sub-Committee) from time to time.

G9.3 The actions specified in this Section G9.3 shall be actions taken by the DCC to:

(a) procure the provision of security assurance services by the DCC Independent Security Assurance Service Provider (as further described in Section G9.4);

(b) ensure that the DCC Independent Security Assurance Service Provider carries

out SOC2 assessments for the purpose specified in Section G9.2:

(i) annually;

(ii) on any material change to the DCC Total System; and

(iii) at any other time specified by the Panel;

(c) consult with the Panel, and obtain its approval, in respect of the scope of each such assessment before that assessment is carried out;

(d) procure that the DCC Independent Security Assurance Service Provider produces a DCC Security Assessment Report following each such assessment that has been carried out;

(e) ensure that the Panel and the Security Sub-Committee are provided with a copy of each such DCC Security Assessment Report;

(f) produce a DCC Security Assessment Response in relation to each such report; and

(g) provide to the Panel and the Security Sub-Committee a copy of each DCC Security Assessment Response and, as soon as reasonably practicable thereafter, a report on its implementation of any action plan that is set out in that DCC Security Assessment Response.

The DCC Independent Security Assurance Service Provider

G9.4 For the purposes of Section G9.3, the "**DCC Independent Security Assurance Service Provider**" shall be a person who is appointed by the DCC to provide security assurance services and who:

(a) is qualified to perform SOC2 assessments;

(b) has been approved by the Security Sub-Committee, following consultation with it by the DCC, as otherwise being suitably qualified to provide security assurance services for the purposes of this Section G9; and

(c) satisfies the independence requirement specified in Section G9.5.

G9.5 The independence requirement specified in this Section G9.5 is that the DCC Independent Security Assurance Service Provider must be independent of the DCC and of each DCC Service Provider from whom the DCC may acquire capability for any purpose related to its compliance with the obligations referred to at Section G9.2(c) (but excluding any provider of corporate assurance services to the DCC).

G9.6 For the purposes of Section G9.5, the DCC Independent Security Assurance Service Provider is to be treated as independent of the DCC (and of a relevant DCC Service Provider) only if:

(a) neither the DCC nor any of its subsidiaries (or such a DCC Service Provider or any of its subsidiaries) holds or acquires any investment by way of shares, securities or other financial rights or interests in the DCC Independent Security Assurance Service Provider;

(b) no director of the DCC (or of any such DCC Service Provider) is or becomes a director or employee of, or holds or acquires any investment by way of shares, securities or other financial rights or interests in, the DCC Independent Security Assurance Service Provider;

(c) the DCC Independent Security Assurance Service Provider does not hold or acquire a participating interest (as defined in section 421A of the Financial Services and Markets Act 2000) in the DCC (or in any such DCC Service Provider); and

(d) the DCC Independent Security Assurance Service Provider is able to demonstrate to the satisfaction of the Panel that it has in place arrangements to ensure that it will at all times act independently of any commercial relationship that it has or may in future have with the DCC.

DCC Security Assessment Reports and Responses

G9.7 For the purposes of this Section G9:

(a) a "**DCC Security Assessment Report**" means a written report produced by the DCC Independent Security Service Provider following a SOC2 assessment carried out by it for the purpose specified in Section G9.2, which:

(i) sets out the findings of the DCC Independent Security Assurance Service Provider on all the matters within the scope of that assessment;

(ii) specifies any instances of actual or potential non-compliance of the DCC with the obligations referred to at Section G9.2(c) which have been identified by the DCC Independent Security Assurance Service Provider; and

(iii) sets out the evidence which, in the opinion of the DCC Independent Security Assurance Service Provider, establishes each of the instances of actual or potential non-compliance which it has identified; and

(b) a "**DCC Security Assessment Response**" means a written response to a DCC Security Assessment Report which is produced by the DCC, addresses the findings set out in the report and, where that report specifies any instances of actual or potential non-compliance of the DCC with the obligations referred to at Section G9.2(c):

(i) indicates whether the DCC accepts the relevant findings of the DCC Independent Security Assurance Service Provider and, where it does not, explains why this is the case;

(ii) sets out any steps that the DCC has taken or proposes to take in order to remedy and/or mitigate the actual or potential non-compliance specified in the DCC Security Assessment Report; and

(iii) identifies a timetable within which the DCC proposes to take any such steps that have not already been taken.

Events of Default

G9.8 In relation to an Event of Default which consists of a material breach by the DCC of any of the obligations referred to at Section G9.2(c), the provisions of Sections M8.2 to M8.4 shall apply subject to the provisions of Sections G9.9 to G9.15.

G9.9 For the purposes of Sections M8.2 to M8.4 as they apply pursuant to Section G9.8, an Event of Default shall (notwithstanding the ordinary definition thereof) be deemed to

have occurred in respect of the DCC where it is in material breach of any of the obligations referred to at Section G9.2(c) (provided that Sections M8.4(e), (f) and (g) shall never apply to the DCC).

G9.10 Where in accordance with Section M8.2 the Panel receives notification that the DCC is in material breach of any of the obligations referred to at Section G9.2(c), it shall refer the matter to the Security Sub-Committee.

G9.11 On any such referral the Security Sub-Committee may investigate the matter in accordance with Section M8.3 as if the references in that Section to the "Panel" were to the "Security Sub-Committee".

G9.12 Where the Security Sub-Committee has:

(a) carried out an investigation in accordance with Section M8.3; or

(b) received a DCC Security Assessment Report concluding that the DCC is in actual or potential non-compliance with any of the obligations referred to at Section G9.2(c),

the Security Sub-Committee shall consider the information available to it and, where it considers that actual non-compliance with any of the obligations referred to at Section G9.2(c) has occurred, shall refer the matter to the Panel for it to determine whether that non-compliance constitutes an Event of Default.

G9.13 Where the Panel determines that an Event of Default has occurred, it shall:

(a) notify the DCC and any other Party it considers may have been affected by the Event of Default; and

(b) determine the appropriate steps to take in accordance with Section M8.4.

G9.14 Where the Panel is considering what steps to take in accordance with Section M8.4, it may request and consider the advice of the Security Sub-Committee.

G9.15 Where the Panel determines that the DCC is required to give effect to a remedial action plan in accordance with Section M8.4(d) that plan must be approved by the Panel (having regard to any advice of the Security Sub-Committee).

SECTION H: DCC SERVICES

H1 USER ENTRY PROCESS

Eligibility Generally

H1.1 Many of the Services described in this Section H are described as being available only to Users. A Party is not entitled to receive those Services until that Party has become a User by completing the User Entry Process.

H1.2 Only persons that are Parties are eligible to complete the User Entry Process and to become Users.

User Role Eligibility

H1.3 The Services provided over the DCC User ~~Gateway~~Interface are available only to Users within certain User Roles. A Party wishing to act as a User in one or more User Roles must first complete the User Entry Process for that User Role.

User IDs

H1.4 When accessing Services a User must operate in a particular User Role using the applicable User ID.

H1.5 A Party wishing to act as a User in one or more User Roles shall propose to the DCC one or more identification numbers, issued to it by the Panel, to be used by that Party when acting in each such User Role. Each such identification number must be EUI-64 Compliant, and the same identification number cannot be used for more than one User Role, save that a Party may use the same identification number when acting in the User Roles of 'Import Supplier', 'Export Supplier' and 'Gas Supplier'.

H1.6 The DCC shall accept each identification number proposed by each Party in respect of each of its User Roles (and record such numbers as identifying, and use such numbers to identify, such Party in such User Role); provided that the DCC shall only accept the proposed number if it has been issued by the Panel, and if (at the time of the Party's proposal) the Party:

(a) holds for the User Role of 'Import Supplier' or 'Export Supplier', an Electricity Supply Licence;

(b) holds for the User Role of 'Gas Supplier', a Gas Supply Licence;

(c) holds for the User Role of 'Electricity Distributor', an Electricity Distribution Licence; and

(d) holds for the User Role of 'Gas Transporter', a Gas Transportation Licence

(e) is for the User Role of 'Registered Supplier Agent', identified in the Registration Data as a Meter Operator or a Meter Asset Manager for at least one MPAN or MPRN.

H1.7 A Party may from time to time replace or withdraw its User ID for each of its User Roles on notice to the DCC; provided that any such replacement shall be subject to acceptance by the DCC in accordance with Section H1.6.

User Entry Guide

H1.8 The Code Administrator shall establish and publish on the Website a guide to the User Entry Process. Such guide shall:

(a) identify the persons that a Party is required to contact to commence the steps required pursuant to the User Entry Process for each User Role; and

(b) include a recommendation that each Party undertakes a privacy impact assessment in accordance with the Information Commissioner's guidance concerning the same (but there shall be no obligation under this Code to do so).

User Entry

H1.9 Where a Party wishing to become a User in a particular User Role commences the User Entry Process, it must notify the Code Administrator that it has done so (and in respect of which User Role).

User Entry Process Requirements

H1.10 The User Entry Process for each User Role requires that the Party has:

(a) received confirmation from the DCC of its acceptance of at least one User ID for the Party and that User Role in accordance with Section H1.6;

(b) successfully completed the User Entry Process Tests for that User Role in accordance with Section H14 (Testing Services);

(c) successfully demonstrated in accordance with the procedure set out in Section G8 (User Security Assurance) that the Party meets the applicable security requirements required by that Section;

(d) (in the case only of the User Role of Other User) successfully demonstrated in accordance with the procedure set out in Section I2 (Other User Privacy Audits) that the Party meets the applicable privacy requirements required by that Section; and

(e) provided the Credit Support or additional Credit Support (if any) that the DCC requires that Party to provide, to be calculated by the DCC in accordance with Section J3 (Credit Cover) as if that Party were a User for that User Role (which calculation will include the DCC's reasonable estimates of the Charges that are likely to be incurred by that Party in that User Role in the period until the first Invoice for that Party is due to be paid by that Party in that User Role).

H1.11 A Party will have successfully completed the User Entry Process for a particular User Role once the Code Administrator has received confirmation from the body responsible for each of the requirements set out in Section H1.10 that the Party has met each and every requirement set out in Section H1.10, and once the Code Administrator has confirmed the same to the Party.

H1.12 Once a Party has successfully completed the User Entry Process for a particular User Role, the Code Administrator shall confirm the same to the DCC and the Panel. A Party who has successfully completed the User Entry Processes in one User Role shall not be considered to be a User in relation to any other User Role until it has completed the User Entry Processes in relation to such other User Role.

Disputes Regarding User Entry Process

H1.13 Where a Party wishes to raise a dispute in relation to its application to become a User, and to the extent that the dispute relates to:

(a) the matters described in Section H1.10(b), then the dispute shall be determined in accordance with the applicable dispute resolution procedure set out in Section H14 (Testing Services);

(b) the matters described in Section H1.10(c), then the dispute shall be determined in accordance with the dispute resolution procedure set out in Section G8 (User Security Assurance);

(c) the matters described in Section H1.10(d), then the dispute shall be determined in accordance with the dispute resolution procedure set out in Section I2 (Other User Privacy Audits);

(d) the matters described in Section H1.10(e), then the dispute shall be determined in accordance with Section J3.15 (Disputes); or

(e) any matters other than those referred to above, then the dispute may be referred to the Panel for determination.

H1.14 Where a Party disagrees with any decision of the Panel made pursuant to Section H1.13(e), then that Party may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code.

Ceasing to be a User in a User Role

H1.15 Where a User wishes to cease acting as a User in a User Role, the User shall notify the Code Administrator in writing of the date from which the User wishes to cease acting as a User in that User Role.

H1.16 Where a User notifies the Code Administrator in accordance with Section H1.15, the User shall cease to be a User in the specified User Role with effect from the date specified in such notification.

H1.17 The Code Administrator shall, as soon as reasonably practicable after receipt of a

notification from a User in accordance with Section H1.15, notify the Panel and the DCC of the date from which that User will cease to be a User in the specified User Role.

H1.18 Following any notification received from the Code Administrator under Section H1.17 in respect of a User and a User Role, the DCC shall cease to treat that User as a User in that User Role; provided that the DCC shall be allowed up to 24 hours from receipt of such notification to update the DCC Systems.

H2 REGISTERED SUPPLIER AGENTS

Rights and Obligations of Registered Supplier Agents

H2.1 Registered Supplier Agents are Parties to this Code in their own right, and as such have rights and obligations as Other SEC Parties or as Users acting in the User Role of Registered Supplier Agent.

Responsibility for Registered Supplier Agents

H2.2 It is acknowledged that the following Services (as described in the DCC User ~~Gateway~~Interface Services Schedule) are only available to Users acting in the User Role of Registered Supplier Agent by virtue of their appointment by the Responsible Supplier as a Meter Operator or Meter Asset Manager in respect of the relevant MPAN or MPRN:

(a) Read Device Configuration;

(b) Read Event or Security Log;

(c) Read Supply Status; and

(d) Read Firmware Version.

H2.3 Without prejudice to the rights and obligations of each Registered Supplier Agent (as described in Section H2.1), the Supplier Party described in Section H2.4 shall ensure that each Registered Supplier Agent that sends Service Requests for the Services described in Section H2.2 shall only do so for the purposes of providing services to that Supplier Party in a manner consistent with that Supplier Party's Energy Supply Licence.

H2.4 The Supplier Party referred to in Section H2.3 is, in respect of a Service relating to a Smart Metering System or Device, the Responsible Supplier for that Smart Metering System or Device.

H2.5 Nothing in this Code obliges Supplier Parties to contract with Meter Operators and/or Meter Asset Managers in order to procure from the Meter Operator and/or Meter Asset Manager services that result in the need for the Meter Operator and/or Meter

Asset Manager to send Service Requests.

H2.6 Each Supplier Party shall be responsible for controlling the ability of the Registered Supplier Agent to send the Service Requests referred to in Section H2.2 in circumstances where that Supplier Party would be liable under Section H2.3.

H3 DCC USER ~~GATEWAY~~INTERFACE

Obligation to Maintain DCC User ~~Gateways~~Interfaces

H3.1 The DCC shall maintain the DCC User ~~Gateway~~Interface in accordance with the DCC User ~~Gateway~~ Interface Specification, and make it available ~~to:~~

via DCC Gateway Connections to Users to send and receive communications in accordance with the DCC User ~~Gateway~~Interface Specification and the DCC User Interface Code of Connection~~; and~~.

~~(a) Parties for the purpose of undertaking the User Entry Process Tests.~~

H3.2 The DCC shall ensure that the DCC User ~~Gateway~~Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).

Communications to be sent via DCC User ~~Gateway~~Interface

H3.3 Each User shall use the DCC User ~~Gateway~~Interface for the following communications, which it shall ensure are sent in the format required by the DCC User ~~Gateway~~ Interface Specification:

(a) Service Requests from a User to the DCC;

(b) Signed Pre-Commands from a User to the DCC;

(c) Acknowledgements from the DCC to a User;

(d) Pre-Commands from the DCC to a User;

(e) Service Responses from the DCC to a User;

(f) Alerts from the DCC to a User;

(g) Commands from the DCC to the User pursuant to the Local Command Services;

(h) notifications by either the DCC or a User of rejection of a communication where such rejection is expressly required in this Code to be sent via the DCC User ~~Gateway~~Interface; or

(i) any other communications expressly required in this Code to be sent via the DCC User ~~Gateway~~Interface.

H3.4 The communications required to be sent via the DCC User ~~Gateway~~Interface under Section H3.3 shall only be validly sent for the purposes of this Code if sent in accordance with this Section H3 and Section H4 (Processing Service Requests).

H3.5 No Party may use the DCC User ~~Gateway~~Interface for any purpose other than to meet the requirements of Section H3.3 ~~(or in relation to testing of the same).~~ Only the DCC and Users may use the DCC User ~~Gateway; save that Parties may use the DCC User Gateway for the purposes described in Section H3.1(b).~~Interface.

~~**Provision of DCC User Gateway Connections**~~

~~H3.6 Each Party other than the DCC may request (in accordance with this Section H3 and as further described in the DCC User Gateway Code of Connection) as many DCC User Gateway Connections as the Party wishes, in each case using the DCC User Gateway Bandwidth Option of the Party's choice.~~

~~H3.7 In order to assist a Party in determining which DCC User Gateway Bandwidth Option to request (or, in the case of connections using the DCC User Gateway High Volume Option, the size of the bandwidth required), the DCC shall (on request) provide any Party with information regarding the size of different message types to be sent via the DCC User Gateway.~~

~~H3.8 Following receipt of any request for a DCC User Gateway Low-Volume Option, the DCC shall:~~

~~(a) where the request does not include all the information required in accordance with the DCC User Gateway Code of Connection, notify the Party that this is the case and provide reasonable assistance to the Party in re-submitting its request; or~~

~~(b) take all reasonable steps to provide the requested DCC User Gateway Connection (using the DCC User Gateway Low-Volume Option) as soon as reasonably practicable (and, in any event, [28] days) following the request.~~

~~H3.9 Following receipt of any request for a DCC User Gateway High-Volume Option, the~~

~~DCC shall:~~

~~(a) where the request does not include all the information required in accordance with the DCC User Gateway Code of Connection, notify the Party that this is the case and provide reasonable assistance to the Party in re-submitting its request;~~

~~(b) once the DCC has received a request which includes all the information required in accordance with the DCC User Gateway Code of Connection, confirm 14 days thereafter (or such longer period as is reasonable in the circumstances, and which the DCC communicates to the Party including reasons for the delay):~~

~~(i) the Charges applicable to the requested connection; and~~

~~(ii) the other terms and conditions upon which the DCC will provide the requested DCC User Gateway Connection, which will include the date from and the period for which the connection will be made available and the other matters described in the DCC User Gateway Code of Connection;~~

~~(c) once the Party has agreed to such terms and conditions (including to pay the applicable Charges), take all reasonable steps to provide the requested DCC User Gateway Connection (using the DCC User Gateway High Volume Option) by the specified date; and~~

~~(d) in the event that the DCC will be delayed in providing the requested DCC User Gateway Connection, notify the Party of the delay (including reasons for the delay) and of the revised connection date, and take all reasonable steps to provide the requested connection by that revised date.~~

~~H3.10 Once a Party's DCC User Gateway Connection has been established pursuant to Section H3.8 or H3.9:~~

~~(a) the DCC shall make the connection available in accordance with this Code until the Party notifies the DCC that the Party wishes to cancel the connection; or (if earlier):~~

(i) in the case of connections using the DCC User Gateway Low Volume Option, the expiry of the period of connection determined as further set out in the DCC User Gateway Code of Connection; or

(ii) in the case of connections using the DCC User Gateway High Volume Option, the expiry of the period of connection specified in the offer accepted pursuant to Section H3.9;

(b) the DCC shall give the Party 60 days advance notice of the date on which the period of connection referred to in (a) above is due to expire;

(c) in the case of connections using the DCC User Gateway High Volume Option, the Party may increase or decrease the bandwidth of its connection in accordance with (and subject to the limitation provided in) the DCC User Gateway Code of Connection (provided that, in the case of decreases, the applicable Charges may not alter as a result);

(d) each such Party and the DCC shall comply with the DCC User Gateway Code of Connection applicable to the DCC User Gateway Bandwidth Option utilised at the connection (and the DCC may limit the use of the connection where the Party fails to do so, as further described in the DCC User Gateway Code of Connection); and

(e) the DCC shall, on request from the relevant Party, provide the Party with a report on the performance of its connection as further set out in the DCC User Gateway Code of Connection.

H3.11 The ending of any DCC User Gateway Connection pursuant to Section H3.10(a), is without prejudice to:

(a) the right of that Party to apply for another connection under Section H3.6; and

(b) the obligation of the Party to pay the applicable Charges for the full duration of the period of connection referred to in Section H3.10(a)(i) or (ii), as applicable.

Use of a DCC User Gateway Connection

H3.12 Subject to Section H3.5, the Party that requested a DCC User Gateway Connection shall be entitled to use that connection for as long as the DCC is obliged to make it available in accordance with Section H3.10(a) (provided that such Party may transfer its right in respect of that DCC User Gateway Connection to another Party on both such Parties giving notice to the DCC referring to this Section H3.12).

H3.13 The Party that has the right to use a DCC User Gateway Connection from time to time under Section H3.12 may notify the DCC of the other Parties (if any) that are (subject to Section H3.5) the entitled to use that DCC User Gateway Connection.

H3.14 Each User will have established its technical capability to use a particular DCC User Gateway Connection as part of the User Entry Process Tests. Each User may from time to time establish its technical capability to use another DCC User Gateway Connection in accordance with the DCC User Gateway Code of Connection.

H3.15 A User shall only use a DCC User Gateway Connection (and the DCC shall only act upon communications received from a User via a DCC User Gateway Connection) which that User is entitled to use under Section H3.12 or H3.13, and for which the User has established its capability as referred to in Section H3.14.

H3.16 Each User shall, when using a DCC User Gateway Connection, comply with the DCC User Gateway Code of Connection applicable to the DCC User Gateway Bandwidth Option utilised at the connection.

Connection Disputes

H3.17 Where a Party wishes to raise a dispute in relation to its request for a DCC User Gateway Connection, then:

(a) where the requested connection is for the DCC User Gateway Low-Volume Option, the dispute may be referred to the Panel for determination (and, where a Party disagrees with any such determination, then that Party may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code); or

(b) where the requested connection is for the DCC User Gateway High-Volume

~~Option, the dispute may be referred to the Authority for its determination, which shall be final and binding for the purposes of this Code.~~

Eligibility for Services Over the DCC User ~~Gateway~~Interface

~~H3.18~~H3.6 A User shall not send a Service Request in respect of a Smart Metering System (or a Device forming, or to form, part of a Smart Metering System) unless it is an Eligible User for that Service and Smart Metering System.

~~H3.19~~H3.7 Whether or not a User is an Eligible User for the following Services is determined as follows:

(a) for Enrolment Services, Core Communication Services and Local Command Services, the entitlement is described in Section H3.~~20~~8; or

(b) for Elective Communication Services, the entitlement is described in the relevant Bilateral Agreement.

~~H3.20~~H3.8 Subject to Sections H3.~~21~~9 and H3.~~22~~10, the following Users are entitled to receive the following Services in respect of a Smart Metering System (or a Device forming, or to form, part of that Smart Metering System):

(a) the Import Supplier for that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Import Supplier';

(b) the Export Supplier for that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Export Supplier';

(c) the Gas Supplier for that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Gas Supplier';

(d) the Electricity Distributor for that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Electricity Distributor';

(e) the Gas Transporter for that Smart Metering System is entitled to those

Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Gas Transporter';

(f) the Registered Supplier Agent for that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to the 'Registered Supplier Agent'; and

(g) any User not falling into the above categories in respect of that Smart Metering System is entitled to those Services described in the DCC User ~~Gateway~~Interface Services Schedule as being available to an 'Other User'.

~~H3.21~~H3.9 Subject to Section H3.~~22~~10, a User's eligibility for a Service in respect of a Smart Metering System (or a Device forming, or to form, part of that Smart Metering System) is also dependent upon the status of that Smart Metering System (or such a Device), such that:

(a) the Responsible Supplier may send Service Requests in respect of Devices that have an SMI Status of 'pending', 'installed not commissioned' or 'commissioned';

(b) Users that are not the Responsible Supplier may only send Service Requests in respect of Devices that have an SMI Status of 'installed not commissioned' or 'commissioned'; and

(c) Communication Services are not available in respect of a Smart Metering System until it has been Enrolled.

~~H3.22~~H3.10 Certain Services are available on the basis of Eligible User Role (rather than a User's status as an Eligible User in respect of a particular Smart Metering System or Device). In respect of these Services, references in the DCC User ~~Gateway~~Interface Services Schedule to 'Electricity Import Supplier', 'Electricity Export Supplier', 'Gas Import Supplier', 'Electricity Network Operator', 'Gas Network Operator', 'Registered Supplier Agent' and 'Other Users' are to the corresponding User Roles. The Services in question are those described in the DCC User ~~Gateway~~Interface Services Schedule as:

(a) 'Request WAN Matrix';

(b) 'Device Pre-notifications'; and

(c) 'Read Inventory'.

Categories of Service

~~H3.23~~H3.11 Enrolment Services, Local Command Services and Core Communication Services fall into the following categories (and corresponding categories may be established in respect of Elective Communication Services under Bilateral Agreements):

(a) Services identified in the DCC User ~~Gateway~~Interface Services Schedule to be available as 'on-demand' services, and which a User requests on such basis ("**On-Demand Services**");

(b) Services identified in the DCC User ~~Gateway~~Interface Services Schedule to be available as 'future-dated' services, and which a User requests on such basis specifying the relevant time and date for execution ("**Future-Dated Services**"); and

(c) Services identified in the DCC User ~~Gateway~~Interface Services Schedule to be available as 'scheduled' services, and which a User requests on such basis specifying the initial time and date for execution as well as the frequency at which execution is to recur ("**Scheduled Services**").

~~H3.24~~H3.12 The DCC shall only accept a Service Request for a Future-Dated Service or a Scheduled Service that has an execution date that is later than the time on the date at which the Service Request is received by the DCC. No User may request a Future-Dated Service that has an execution date of more than 30 days after the date on which the Service Request is sent to the DCC.

Sequenced Services

~~H3.25~~H3.13 An On-Demand Service or a Future-Dated Service may also be requested on the basis that it is only to be provided following the successful execution of a specified Service Request ("**Sequenced Services**").

Target Response Times

~~H3.26~~H3.14 The DCC shall undertake the following activities within the following time periods (each such time period being, in respect of each such activity, the "**Target Response Time**" for that activity):

(a) Transforming Critical Service Requests into Pre-Commands and sending to the relevant User, within 3 seconds from receipt of the Service Request;

(b) sending a User a Service Response in respect of a Non-Critical Service Request for an On-Demand Service that is not a Sequenced Service, within the applicable time period set out in the DCC User ~~Gateway~~Interface Services Schedule measured from receipt of the Service Request from the User;

(c) sending a User a Service Response in respect of a Critical Service Request for an On-Demand Service that is not a Sequenced Service, within the applicable time period set out in the DCC User ~~Gateway~~Interface Services Schedule measured from receipt of the Signed Pre-Command from the User;

(d) sending a User a Service Response in respect of a Service Request for an On-Demand Service that is a Sequenced Service, within the applicable time period set out in the DCC User ~~Gateway~~Interface Services Schedule measured from the receipt by the DCC of the Service Response for the Service Request upon which the Sequenced Service is dependent;

(e) sending a User a Service Response in respect of a Service Request for a Future-Dated Service that is not a Sequenced Service or for a Scheduled Service, within the applicable time period set out in the DCC User ~~Gateway~~Interface Services Schedule measured from the time and date for execution specified in the Service Request;

(f) sending a User a Service Response in respect of a Service Request for a Future-Dated Service that is a Sequenced Service, within the applicable time period set out in the DCC User ~~Gateway~~Interface Services Schedule measured from the receipt by the DCC of the Service Response for the Service Request upon which the Sequenced Service is dependent;

(g) (except for the Alerts referred to in (h) below) sending a User an Alert, within 60 seconds measured from the Alert being communicated to (Device Alerts) or generated by (Non-Device Alerts) the Communications Hub Function; or

(h) for the Services Request 'Update Device Configuration (Billing Calendar)', in addition to the above response times applicable to the Service Response confirming the configuration, periodic Alerts will be generated as a result of such configuration, for which the response time for sending the Alert to the User shall be within 24 hours from the relevant data having been communicated to the Communications Hub Function.

~~H3.27~~H3.15 For the purposes of Section H3.~~26~~14:

(a) the concepts of 'sending' and 'receipt' are to be interpreted in accordance with the explanation of those concepts in the DCC User ~~Gateway~~ Interface Specification;

(b) any time during which an anomalous communication is quarantined by the DCC in accordance with Section H4 (Processing Service Requests) shall be disregarded for the purpose of measuring Response Times ~~as further described in the DCC User Gateway Interface Specification~~; and

(c) the time taken by the Communications Hub Function in communicating with the other Devices forming part of a Smart Metering System shall be disregarded.

Inherent Restrictions Linked to Device Specifications

~~H3.28~~H3.16 The Services set out in the DCC User ~~Gateway~~Interface Services Schedule are available only insofar as the minimum functionality of Devices as described in the Device Specifications (or, to the extent required to support that minimum functionality, the GB Companion Specification) allows for such Services. Any Services required in respect of additional functionality of Devices should be requested as Elective Communication Services. This Section H3.~~28~~16 does not apply in respect of Services to which Non-Device Service Requests apply.

Change of Tenancy

~~H3.29~~H3.17 As soon as reasonably practicable after a Responsible Supplier for ~~a~~an Enrolled Smart Metering System relating to a premises becomes aware of a change of occupancy at that premises, that Responsible Supplier shall send a 'Restrict Access for Change of Tenancy' Service Request to the DCC in relation to the Smart Meter and any Gas Proxy Function forming part of that Smart Metering System (except where the out-going Energy Consumer has indicated that they wish historic information on the Smart Metering System to remain available to be viewed).

Cancellation of Future-Dated and Scheduled Services

~~H3.30~~H3.18 As soon as reasonably practicable after receipt by the DCC of a Service Response from a Smart Metering System in respect of a 'Restrict Access for Change of Tenancy' Service Request, the DCC shall cancel any and all Service Requests for Future-Dated Services or Scheduled Services in respect of any Device forming part of that Smart Metering System for which the Command has not yet been sent and which are being processed on behalf of an Other User (and shall notify the relevant User of such cancellation via the DCC User ~~Gateway~~Interface).

~~H3.31~~H3.19 The DCC shall cancel any and all Service Requests for Scheduled Services due to be undertaken in respect of a Device forming part of a Smart Metering System after the Withdrawal of that Smart Metering System (and shall notify the relevant User of such cancellation via the DCC User ~~Gateway~~Interface).

~~H3.32~~H3.20 The DCC shall cancel any and all Service Requests for Future-Dated Services or Scheduled Services for which the Command has not yet been sent and which are due to be undertaken in respect of a Device after the Decommissioning or Suspension of that Device (and shall notify the relevant User of such cancellation via the DCC User ~~Gateway~~Interface).

Error Handling Strategy

~~H3.33~~H3.21 The DCC and each User shall each comply with the applicable sections of the Error Handling Strategy.

DCC User Gateway Equipment

H3.34 In providing a DCC User Gateway Connection pursuant to Section H3.8 or H3.9, the DCC shall procure that the DCC User Gateway Equipment is installed at the relevant premises, and that the DCC User Gateway Equipment is installed in accordance with Good Industry Practice and all applicable Laws and Directives.

H3.35 Following its installation, the DCC shall ensure that the DCC User Gateway Equipment is operated and maintained in accordance with Good Industry Practice, and that it complies with all applicable Laws and Directives. The DCC shall maintain a record of the DCC User Gateway Equipment installed at each Party's premises from time to time, and of the point of its connection to that Party's Systems.

H3.36 The Party at whose premises the DCC User Gateway Equipment is (or is to be) installed shall provide the DCC with such access to those premises as the DCC may reasonably require in order to allow it to undertake the installation, maintenance, relocation or removal of the DCC User Gateway Equipment. The DCC shall ensure that all persons exercising its rights of access under this Section H3.36 do so in compliance with the site rules and reasonable instructions of the Party.

H3.37 The Party at whose premises the DCC User Gateway Equipment is (or is to be) installed shall be entitled to witness and inspect the installation, maintenance, relocation or removal of the DCC User Gateway Equipment. No such witnessing or inspection shall relieve the DCC of its obligations under this Code.

H3.38 Each Party shall ensure that no damage is deliberately or negligently caused to the DCC User Gateway Equipment installed at its premises (save that such a Party may take emergency action in accordance with Good Industry Practice to protect the health and safety of persons or to prevent imminent damage to property).

H3.39 The DCC User Gateway Equipment shall (as between the DCC and each other Party) remain the property of the DCC. The DCC User Gateway Equipment is installed at the DCC's risk, and no other Party shall have liability for any loss of or damage to the DCC User Gateway Equipment unless and to the extent that such loss or damage arose as a result of that Party's breach of this Code (including that Party's obligations under Section H3.38).

~~H3.40 No Party other than the DCC shall hold itself out as the owner of the DCC User Gateway Equipment, or purport to sell or otherwise dispose of the DCC User Gateway Equipment.~~

~~H3.41 Where a Party other than the DCC wishes to alter the location of the DCC User Gateway Equipment within the Party's premises, then that Party shall make a request to the DCC, and the DCC shall either:~~

~~(a) notify such Party that it is entitled to relocate the DCC User Gateway Equipment within the Party's premises, in which case the Party may move such equipment (and, where it does so, it shall do so in accordance with Good Industry Practice and all applicable Laws and Directives); or~~

~~(b) notify such Party that the DCC User Gateway Equipment must be relocated by the DCC, in which case the DCC shall (subject to payment of any applicable Charges) move the DCC User Gateway Equipment in accordance with Good Industry Practice and all applicable Laws and Directives.~~

~~H3.42 Where the DCC's obligation to make a DCC User Gateway Connection available ends in accordance with Section H3.10(a) or the Party which is entitled to use a DCC User Gateway Connection under Section H3.12 ceases to be a Party in accordance with Section M8 (Suspension, Expulsion and Withdrawal), then the DCC shall:~~

~~(a) (subject to payment of any applicable Charges) remove the DCC User Gateway Equipment from the relevant premises in accordance with Good Industry Practice and all applicable Laws and Directives; or~~

~~(b) instruct the Party to return the relevant DCC User Gateway Equipment to the DCC (in which case the Party shall comply with the reasonable instructions of the DCC in relation to such return).~~

Managing Demand for DCC User ~~Gateway~~Interface Services

~~H3.43~~H3.22 By the 15th Working Day of the months of January, April, July and October, each User shall provide the DCC with a forecast of the number of Service Requests that the User will send in each of the 8 months following the end of the month in which such forecast is provided. Such forecast shall contain a breakdown of the total

number of Service Requests by reference to each Service listed in the DCC User ~~Gateway~~Interface Services Schedule and the category of Service (i.e. Future Dated, On Demand or Scheduled).

~~H3.44~~H3.23 The DCC shall monitor and record the aggregate number of Service Requests sent by each User in total, and also the aggregate number of Service Requests sent by each User in respect of each Service listed in the DCC User ~~Gateway~~Interface Services Schedule.

~~H3.45~~H3.24 By no later than the 10th Working Day following the end of each month, the DCC shall provide:

(a) each User with a report that sets out the number of Service Requests sent by that User during that month (in total and broken down by reference to each Service listed in the DCC User ~~Gateway~~Interface Services Schedule), and comparing the actual numbers sent against the numbers most recently forecast for the applicable month;

(b) each User with a report setting out the current value (calculated at the end of the previous month) for every Monthly Service Metric for that User and a comparison of the current value against the relevant Monthly Service Threshold; and

(c) a report to the Panel that sets out:

(i) the aggregate number of Service Requests sent by all Users collectively during that month (in total and broken down by reference to each Service listed in the DCC User ~~Gateway~~Interface Services Schedule), and comparing the actual numbers for that month sent against the numbers most recently forecast for the applicable month;

(ii) where the number of Service Requests sent by any User during that month is less than or equal to 90% or greater than or equal to 110% of the User's most recent monthly forecast for the applicable month, the identity of each such User and the number of Service Requests sent by each such User (in total and broken down by reference to each Service listed in the DCC User ~~Gateway~~Interface Services Schedule); and

(iii) where the measured value of any Monthly Service Metric for any User and that month is greater than or equal to 110% of Monthly Service Threshold, the identity of that User and the values of such Monthly Service Metrics during that month.

~~H3.46~~H3.25 The Panel shall publish the reports provided to it pursuant to Section H3.~~45~~24(c) on the Website. The Panel may decide not to publish one or more parts of a report concerning under-forecasting or over-forecasting as referred to in Section H3.~~45~~24(c)(ii) where the Panel considers that the under-forecasting or over-forecasting was reasonable in the circumstances (including where it arose as a result of matters beyond the User's reasonable control).

~~H3.47~~H3.26 The DCC shall, on or around each anniversary of the date on which it first started providing Services over the DCC User ~~Gateway~~Interface, review (and report to the Panel on) each Monthly Service Metric and associated Monthly Service Threshold to establish whether they are still an appropriate mechanism to illustrate User behaviour that may utilise a significant element of the capacity requirements of the Services.

~~H3.48~~H3.27 The DCC shall, as soon as is reasonably practicable, submit a Modification Proposal containing rules that it considers appropriate to enable the prioritisation by the DCC of Service Requests and Service Responses across the DCC User ~~Gateway~~Interface and the prioritisation by the DCC of Commands to be sent to Communications Hub Functions, in circumstances where the aggregate demand for the same cannot be satisfied simultaneously.

~~H3.49~~H3.28 The DCC shall not be considered to be in breach of this Code with regard to the obligation to achieve Target Response Times if, during the month in question, the aggregate Service Requests sent by all Users exceeds 110% of the aggregate demand most recently forecast for that month by all Users pursuant to Section H3.~~43~~22 (provided that the DCC shall nevertheless in such circumstances use its reasonable endeavours to achieve the Target Response Times).

H4 PROCESSING SERVICE REQUESTS

Introduction

H4.1 The request by Users, and the provision by the DCC of certain Services, is achieved by means of the sending of communications ~~in accordance with~~ Section H3.3 (Communications to be Sent via the DCC User Interface) and this Section H4. The Services in question are ~~Enrolment Services, Local Command Services, Core Communication Services, and~~ :~~Elective Communication Services.~~

(a) Enrolment Services;

(b) Local Command Services;

(c) Core Communication Services; and

(d) Elective Communication Services.

Processing Obligations ~~of Users: Service Requests, Pre-Commands and Signed Pre-Commands~~

~~H4.2 A~~Each User and the DCC shall ~~only send Service Requests in relation to Devices which have an SMI Status of 'suspended' where the User reasonably expects that (as a result of~~ each comply with the ~~successful execution of such Service Requests)~~ applicable obligations set out in the ~~Panel will add the corresponding Device Model to the Certified Products List.~~

~~H4.3 A User shall only send an 'Update Firmware'~~ [Service Request ~~in respect of a Device, if:~~

~~(a) the User has received from the Manufacturer of that Device, the following information:~~

~~(i) the new firmware image that is digitally signed so as to reasonably enable the User to check:~~

~~(A) the integrity of the firmware image; and~~

~~(B) that the firmware image originates from the Manufacturer~~

~~(validated as necessary by reference to a trusted party); and~~

~~(ii) a Firmware Hash of the new firmware image;~~

~~(b) the User has successfully confirmed that the digital signature on the firmware image is that of the Manufacturer (validated as necessary by reference to a trusted party) and the integrity of the firmware image;~~

~~(c) the User has generated its own Firmware Hash from the firmware image provided by the Manufacturer, and confirmed that the Firmware Hash that the User has generated is the same as the Firmware Hash provided by the Manufacturer; and~~

~~(d) the firmware version is currently on the Certified Product List.~~

~~H4.4 The User shall retain evidence of compliance with Section H4.3, and make this evidence available to the Panel and the Authority on request.~~

~~H4.5 Where a User receives a Pre-Command from the DCC, the User shall:~~

~~(a) Check Cryptographic Protection for the Pre-Command;~~

~~(b) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Pre-Command; and~~

~~(c) subject to the requirements of Section H4.5(a) and (b) being satisfied, Correlate the Pre-Command.~~

~~H4.6 Where Correlation of the Pre-Command(s) demonstrates that it (or they) are substantively identical to the Service Request that led to the Pre-Command(s), the User shall Digitally Sign the Pre-Command(s) and send it (or them) to the DCC (as one or more Signed Pre-Commands). Where applicable, Users must comply with their obligations under Section G3.25 (Supply Sensitive Check).~~

~~**Obligations of Users: Service Responses and Alerts**~~

~~H4.7 Where a User receives a Service Response or an Alert, the User shall:~~

~~(a) Check Cryptographic Protection for the Service Response or Alert; and~~

~~(b) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Service Response or Alert.~~

~~**Obligations of the User: Communications Received in Error**~~

~~H4.8 Where a User receives a communication~~ Processing Document] concerning the secure processing of the communications required to be sent via the DCC User ~~Gateway which that User was not entitled to receive in accordance with this Code, the User shall notify the DCC in accordance with the Incident Management Policy.~~

~~**Obligations of the DCC: 'Update Firmware' Service Request in respect of Communications Hub Function and Gas Proxy Function**~~

~~H4.9 The DCC shall only send an 'Update Firmware' Command to a Communications Hub Function or a Gas Proxy Function, if:~~

~~(a) the DCC has received from the Manufacturer of that Device, the following information:~~

~~(i) the new firmware image that is digitally signed so as to reasonably enable the DCC to check:~~

~~(A) the integrity of the firmware image; and~~

~~(B) that the firmware image originates from the Manufacturer (validated as necessary by reference to a trusted party);~~

~~(ii) a Firmware Hash of the new firmware image;~~

~~(b) the DCC has successfully confirmed that the digital signature on the firmware image is that of the Manufacturer (validated as necessary by reference to a trusted party);~~

~~(c) the DCC has generated its own Firmware Hash from the firmware image provided by the Manufacturer, and confirmed that the Firmware Hash the DCC has generated is the same as the Firmware Hash provided by the Manufacturer;~~

~~(d) the firmware version is currently on the Certified Product List; and~~

(e) notified Users of its intention to upgrade to the new firmware version at least 7 days in advance of sending the Command.

H4.10 The DCC shall retain evidence of compliance with Section H4.9, and make this evidence available to the Panel and the Authority on request.

Obligations of the DCC: Processing Service Requests

H4.11 Subject to Section H4.42 (Obligations of the DCC: Non Device Service Requests), where the DCC receives a Service Request from a User, the DCC shall provide an Acknowledgement to the User, and then apply the following checks:

(a) Verify the Service Request;

(b) confirm that the User ID used to send the Service Request is that of a User within an Eligible User Role for that Service Request;

(c) confirm that the User ID used to send the Service Request is that of a User whose right to send that Service Request has not been suspended in accordance with Section M8.5 (Suspension of Rights);

(d) in the case of Non Critical Service Requests , confirm that the SMI Status of the Device identified in the Service Request is: (i) 'commissioned'; (ii) installed not commissioned'; or (iii) 'pending';

(e) in the case of a Service Request relating to a Device with an SMI Status of 'suspended', confirm (using the Registration Data) that the User ID used to send that Service Request is that of a Responsible Supplier (or person that is to become a Responsible Supplier) for that Device;

(f) in the case of a Service Request relating to a Device which forms part of a Smart Metering System for which the Communications Hub Function has an SMI Status of 'suspended', confirm that the Service Request is a Critical Service Request;

(g) Check Cryptographic Protection for the Service Request;

(h) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Service Request;

(i) in the case of Non-Critical Service Requests except where a Party sends a 'Join Service' Service Request to join a Type 2 Device to a Smart Meter with an SMI status of 'installed not commissioned', confirm (using the Registration Data) that the User ID used to send the Service Request is that of a User that is an Eligible User for that Service Request on the specified date of execution or for the date range requested (provided that, where the User ID used to send the Service Request is an 'Other User' User ID, there is no need to perform this check);

(j) in the case of a 'CoS Update Security Credentials' Service Request, confirm that there is a pending or active registration in the Registration Data for the User whose Certificate is contained within such Service Request such that it is (or is to become) the Responsible Supplier for the relevant MPAN or MPRN on the specified execution date;

(k) in the case of a 'Restore HAN Device Log' Service Request, confirm that the Communications Hub Function from which the Device Log Data was sourced forms (or formed prior to its replacement) part of a Smart Metering System for which the User making such Service Request is the Responsible Supplier;

(l) in the case of an 'Update Firmware' Service Request, confirm that the Firmware Hash of the firmware image contained within the Service Request is the same as the Firmware Hash for that firmware image contained within the Certified Products List;

(m) in the case of any Service Request that contains a Certificate, Confirm Validity of the Certificate, and (other than in relation to an 'Update Security Credentials' Service Request or a 'Request Handover of DCC Controlled Device' Service Request sent (in either case) by a Supplier Party to update the Device Security Credentials pertaining to a Network Party) check that the User ID within the Certificate matches that within the Service Request; and

(n) apply Threshold Anomaly Detection

H4.12 Subject to Sections H4.20 ('CoS Update Security Credentials' Service Requests and Corresponding Pre-Commands), H4.26 ('Request Handover of DCC Controlled

~~Device' Service Requests), H4.30 ('Restore HAN Device Log Service Request), and H4.42 (Obligations of the DCC: Non-Device Service Requests), where all of the requirements of Section H4.11 are satisfied in respect of a Service Request, the DCC shall Transform the Service Request.~~

~~H4.13 Where any of the checks in Section H4.11 are not satisfied in respect of a Service Request, the DCC shall not be obliged to undertake any of the other checks that remain to be undertaken, and the DCC shall:~~

~~(a) where the Threshold Anomaly Detection check is failed, notify the User and quarantine the Service Request until:~~

~~(i) such time as the relevant User instructs the DCC to process the Service Request, in which case the DCC shall undertake all of the checks in Section H4.11; or~~

~~(ii) the Service Request is confirmed as anomalous by the User, in which case the DCC shall delete it from the DCC Systems; and~~

~~(b) where any other of the requirements in Section H4.11 are not satisfied, reject the Service Request (and, save where Section H4.11(g) is not satisfied, notify the User of such rejection and of the reasons for such rejection via the DCC User Gateway).~~

~~H4.14 Subject to Sections H4.36 and H4.37 (Timing for Processing of Service Requests), once the DCC has Transformed a Non-Critical Service Request in accordance with Section H4.12, the DCC shall apply its Message Authentication Code to the resulting Pre-Command(s) to create one or more Commands and send the Command(s) to (as specified in the Service Request):~~

~~(a) the relevant Communications Hub Function (provided that this option is only available in respect of Commissioned Communications Hub Functions); and/or~~

~~(b) the User via the DCC User Gateway.~~

~~H4.15 Once the DCC has Transformed a Critical Service Request in accordance with Section H4.12, the DCC shall Digitally Sign the resulting Pre-Command(s) and send them to~~

the User that sent the Critical Service Request

Obligations of the DCC: Processing Signed Pre-Commands

H4.16 Save where Section H4.20 ('CoS Update Security Credentials' Service Requests and Corresponding Pre-Commands) applies, where the DCC receives a Signed Pre-Command from a User, the DCC shall provide an Acknowledgement to the User and then apply the following checks:

(a) confirm that the User ID used to send the Signed Pre-Command is that of a User within an Eligible User Role;

(b) confirm that the User ID used to send the Signed Pre-Command is that of a User whose right to send that Signed Pre-Command has not been suspended in accordance with Section M8.5 (Suspension of Rights);

(c) Check Cryptographic Protection for the Signed Pre-Command;

(d) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Signed Pre-Command;

(e) in the case of a Signed Pre-Command that contains a Certificate, Confirm Validity of the Certificate, and (other than in relation to an 'Update Security Credentials' Service Request sent by a Supplier Party to update the Device Security Credentials pertaining to a Network Party) check that the User ID within the Certificate matches that within the Signed Pre-Command; and

(f) apply Threshold Anomaly Detection.

H4.17 Subject to Sections H4.31 ('Join Service' Service Request for Pre-Payment Interfaces) H4.36 and H4.37 (Timing for Processing of Service Requests), where all of the requirements of Section H4.16 are satisfied in respect of a Signed Pre-Command received by the DCC, then the DCC shall (where required by the GB Companion Specification) apply a Message Authentication Code and send the Signed Pre-Command as a Command to (as specified in the corresponding Service Request):

(a) the relevant Communications Hub Function (provided that this option is only available in respect of Commissioned Communications Hub Functions);

and/or

(b) the User via the DCC User Gateway.

H4.18 Notwithstanding Section H4.17, in the case where an 'Update Security Credentials' Signed Pre-Command has been Digitally Signed using a Certificate that has expired or is on the Certificate Revocation List, the DCC shall continue to process the Signed Pre-Command, but shall notify the User that sent the corresponding Service Request that the Certificate has expired or has been revoked.

H4.19 Where any of the checks in Section H4.16 are not satisfied in respect of a Signed Pre-Command, the DCC shall not be obliged to undertake any of the other checks that remain to be undertaken, and the DCC shall:

(a) where the Threshold Anomaly Detection check is failed, notify the User and quarantine the Signed Pre-Command until:

(i) such time as the relevant User instructs the DCC to process the Signed Pre-Command, in which case the DCC shall undertake all of the checks in Section H4.16; or

(ii) the Signed Pre-Command is confirmed as anomalous by the User, in which case the DCC shall delete it from the DCC Systems; and

(b) where any other of the requirements in Section H4.16 are not satisfied, reject the Signed Pre-Command (and, save where Section H4.16(c) is not satisfied, notify the User of such rejection and of the reasons for such rejection via the DCC User Gateway).

'CoS Update Security Credentials' Service Requests and Corresponding Pre-Commands

H4.20 The following shall apply in respect of each 'CoS Update Security Credentials' Service Request:

(a) where all of the requirements of Section H4.11 are satisfied in respect of such a Service Request, the DCC shall send the following information to the CoS Party:

(i) the User ID for the User that made the Service Request;

(ii) the Certificate that the User included within the Service Request; and

(iii) the Device ID that the User included within the Service Request; and

(b) following receipt of such information by the CoS Party, the CoS Party shall:

(i) confirm that there is a pending or active registration in the Registration Data for the User identified by the User ID, such that the User is (or is to become) the Responsible Supplier for the relevant MPAN or MPRN on the specified execution date; and

(ii) check that the User ID within the Certificate matches that provided by the DCC.

H4.21 Where, in respect of a 'CoS Update Security Credentials' Service Request, the requirements of Section H4.20(b) are satisfied, the CoS Party shall ensure that a corresponding 'Update Security Credentials' Signed Pre-Command is sent to the DCC (corresponding meaning that the 'Update Security Credentials' Signed Pre-Command and the Service Request provide for the replacement of the same Organisation Security Credentials on the same Device at the same time).

H4.22 Where, in respect of a 'CoS Update Security Credentials' Service Request, the requirements of Section H4.20(b) are not satisfied:

(a) the CoS Party shall not undertake any further processing of the Service Request; and

(b) the DCC shall notify the User that sent the Service Request why the Service Request cannot be processed (such notification to be sent via the DCC User Gateway).

H4.23 Where the DCC receives an 'Update Security Credentials' Signed Pre-Command from the CoS Party, the DCC shall confirm receipt to the CoS Party, and then apply the following checks:

(a) confirm that the User ID within the Certificate within the Signed Pre-Command is the User ID within the corresponding 'CoS Update Security

Credentials' Service Request;

(b) confirm that the Device ID within the Signed Pre-Command is the same as the Device ID included in the corresponding 'CoS Update Security Credentials' Service Request;

(c) confirm that the DCC ID used to send the Signed Pre-Command is that of the CoS Party;

(d) Check Cryptographic Protection for the Signed Pre-Command;

(e) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Signed Pre-Command;

(f) Confirm Validity of the Certificate contained within the Signed Pre-Command; and

(g) confirm that there is a pending or active registration in the Registration Data for the User whose Certificate is contained within the Signed Pre-Command such that it is (or is to become) the Responsible Supplier for the relevant MPAN or MPRN on the specified execution date; and

(h) apply Threshold Anomaly Detection.

H4.24 Subject to Sections H4.36 to H4.38 (Timing for Processing of Service Requests), where all of the requirements of Section H4.23 are satisfied in respect of a Signed Pre-Command received from the CoS Party, the DCC shall:

(a) (save where Section H4.24(b)(ii) applies) send a copy of the Signed Pre-Command to the User that sent the corresponding 'CoS Update Security Credentials' Service Request (to be sent via the DCC User Gateway);

(b) apply a Message Authentication Code, and send the Signed Pre-Command as a Command to (as specified in the User's corresponding 'CoS Update Security Credentials' Service Request):

(i) the relevant Communications Hub Function (provided that this option is only available in respect of Commissioned Communications Hub Functions); and/or

(ii) the User that sent the corresponding 'CoS Update Security Credentials' Service Request (to be sent via the DCC User Gateway); and

(c) following receipt of the corresponding Service Response:

(i) send a copy of the Service Response to the User that sent the Service Request; and

(ii) send a DCC Alert to that User, and also to the User whose credentials have been replaced, confirming that the credentials on the Device have been changed.

H4.25 Where any of the checks in Section H4.23 are not satisfied in respect of a Signed Pre-Command received from the CoS Party, the DCC shall not be obliged to undertake any of the other checks that remain to be undertaken, and the DCC shall:

(a) where the Threshold Anomaly Detection check is failed, notify the CoS Party and quarantine the Signed Pre-Command until:

(i) such time as the CoS Party instructs the DCC to process the Signed Pre-Command, in which case the DCC shall undertake all of the checks in Section H4.23; or

(ii) the Signed Pre-Command is confirmed as anomalous by the CoS Party, in which case the DCC shall delete it from the DCC Systems;

(b) where any other of the requirements in Section H4.23 are not satisfied, reject the Signed Pre-Command (and, save where Section H4.23(d) is not satisfied, notify the CoS Party of such rejection and of the reasons for such rejection) and

(c) where the matter is not resolved within a reasonable period of time such that the corresponding Command can be sent pursuant to Section H4.23, notify the User that sent the corresponding 'CoS Update Security Credentials' Service Request (such notification to be sent via the DCC User Gateway).

'Request Handover of DCC Controlled Device' Service Requests

H4.26 This Section H4.26 only applies to 'Request Handover of DCC Controlled Device'

~~Service Requests. Where all of the requirements of Section H4.11 are satisfied in relation to the Service Request, the DCC shall generate a corresponding 'Update Security Credentials' Pre-Command (corresponding in this case meaning that the Service Request and the Signed Pre-Command request the replacement of the same Device Security Credentials on the same Device at the same time), Digitally Sign it, and apply the following checks:~~

~~(a) Check Cryptographic Protection for the Signed Pre-Command;~~

~~(b) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Signed Pre-Command;~~

~~(c) Confirm Validity of the Certificate contained within the Signed Pre-Command;~~

~~(d) check the Registration Data to confirm that the User ID within such Signed Pre-Command is that of a User that is the Responsible Supplier or Electricity Distributor or Gas Transporter (as applicable) for the relevant MPAN or MPRN; and~~

~~(e) apply Threshold Anomaly Detection.~~

~~H4.27 Where all of the requirements of Section H4.26 are satisfied in respect of a Signed Pre-Command (for a 'Request Handover of DCC Controlled Device' Service Request), the DCC shall comply with Section H4.16 (as if the requirements of Section H4.15 had been satisfied).~~

~~H4.28 Where any of the checks in Section H4.26 are not satisfied in respect of a Signed Pre-Command, the DCC shall not undertake any of the other checks that remain to be undertaken, and the DCC shall:~~

~~(a) where the Threshold Anomaly Detection check is failed, quarantine the Signed Pre-Command until:~~

~~(i) such time as the DCC is satisfied to process the Signed Pre-Command, in which case the DCC shall undertake all of the checks in Section H4.26; or~~

(ii) the Signed Pre-Command is confirmed as anomalous, in which case the DCC shall delete it from the DCC Systems;

(b) where any other of the requirements in Section H4.26 are not satisfied, reject the Signed Pre-Command; and

(c) where the matter is not resolved within a reasonable period of time such that the Command can be sent pursuant to Section H4.27, notify the User that sent the corresponding 'Request Handover of DCC Controlled Device' Service Request (such notification to be sent via the DCC User Gateway).

H4.29 Where DCC receives a Service Response in respect of a Command corresponding to a 'Request Handover of DCC Controlled Device' Service Request, the DCC shall send a copy of the Service Response to the Supplier who sent the Service Request.

'Restore HAN Device Log' Service Requests

H4.30 Where all of the requirements of Section H4.11 are satisfied in respect of a 'Restore HAN Device Log' Service Request, the DCC shall ensure that the corresponding Command is sent to the Communications Hub Function identified within the Service Request. Where the DCC receives a Service Response in respect of a Command corresponding to a 'Restore HAN Device Log' Service Request, the DCC shall send the Service Response to the User that sent that Service Request.

'Join Service' Service Request for Pre-Payment Interfaces

H4.31H4.2 Where the DCC has Transformed a 'Join Service' Service Request for a Pre-Payment Interface in accordance with Section H4.12, it shall generate two Pre-Commands: the first destined for the Pre-Payment Interface; and the second destined for the Smart Meter.

H4.32 In the case of the Pre-Command destined for the Pre-Payment Interface, the DCC shall (where required by the GB Companion Specification) apply a Message Authentication Code and send the Signed Pre-Command as a Command to (as specified in the corresponding Service Request):

(a) the relevant Communications Hub Function (provided that this option is only available in respect of Commissioned Communications Hub Functions);

and/or

(b) the User via the DCC User Gateway.

H4.33 In the case of the Pre-Command destined for the Smart Meter, the DCC shall Digitally Sign the resulting Pre-Command and send it to the User that sent the Service Request and process it in accordance with Sections H4.16 to H4.19 (Obligations of the DCC: Processing Signed Pre-Commands).

H4.34 The DCC shall only send the second Command referred to in Section H4.31 following the successful execution of the first.

H4.35 Where DCC receives a Service Response in respect of a Command sent to a Pre-Payment Interface under Section H4.32, the DCC shall send a copy of the Service Response to the User that sent the corresponding Service Request.

Timing for the Processing of Service Requests

H4.36 In the case of Service Requests for Future-Dated Services and Scheduled Services:

(a) the DCC shall repeat the checks set in Section H4.11 (for Non-Critical Service Requests) or H4.16 (for Critical Service Requests) immediately prior to sending the Command, and shall only send such Command where such checks are successfully passed; and

(b) the DCC shall not continue to process any Service Requests, where the services have been cancelled in accordance with Section H3.24 to H3.26 (Cancellation of Future-Dated or Scheduled Services).

H4.37 In the case of a Service Request for a Sequenced Service, the DCC shall only send the Command following the successful execution of the Command resulting from the Service Request upon which such Sequenced Service is dependent.

H4.38 The DCC shall ensure that it sends each 'Update Security Credentials' Command resulting from a 'CoS Update Security Credentials' Service Request to the relevant Communications Hub Function as close to the end of the specified execution date as is reasonably practicable whilst still allowing time for the Command to be received and executed by the relevant Device.

~~Obligations of the DCC: Service Responses and Alerts~~

~~H4.39 Where the DCC receives a DCC Alert, the DCC shall Digitally Sign the DCC Alert, and send it to the Responsible Supplier(s) and (to the extent relevant) the Electricity Distributor and/or the Gas Transporter for the Smart Metering Systems of which the Communications Hub Function forms a part (as identified in the Registration Data).~~

~~H4.40 Where the DCC receives a Service Response or a Device Alert which is destined for a Known Remote Party, the DCC shall send the Service Response or the Device Alert to the recipient identified in the Service Response or the Device Alert.~~

~~H4.41 Where the DCC receives a Service Response which is destined for an Unknown Remote Party, the DCC shall:~~

~~(a) Check Cryptographic Protection for the Service Response;~~

~~(b) Confirm Validity of the Certificate used to Check Cryptographic Protection for the Service Response;~~

~~(c) subject to (a) and (b) being successful, Digitally Sign the Service Response, and send the Service Response to the recipient identified in the Service Response.~~

~~Obligations of the DCC: Non-Device Service Requests~~

~~H4.42 Where the DCC receives a Non-Device Service Request from a User, the obligations of the DCC under this Section H4 shall be modified as follows:~~

~~(a) the checks set out in Section H4.11 shall be modified as follows:~~

~~(i) the check set out in the Section H4.11(d) does not apply to the following Service Requests:~~

~~(A) 'Update Inventory';~~

~~(B) 'Read Inventory';~~

~~(C) 'Request WAN Matrix'; and~~

~~(D) 'Device Pre-notification';~~

~~(ii) the check set out in the Section H4.11(i) does not apply to the following Service Requests:~~

~~(A) 'Read Inventory';~~

~~(B) 'Request WAN Matrix'; and~~

~~(C) 'Device Pre-notification'; and~~

~~(iii) without prejudice to the need to apply the other checks in Section H4.11 (as modified by this Section H4.42), for the avoidance of doubt, the check set out in the Section H4.11(i) does apply to the following Service Request (notwithstanding that it is a Non Device Service Request): 'Service Opt In';~~

~~(b) where the checks set out in Section H4.11 (as modified by this Section H4.42) are satisfied, the DCC shall:~~

~~(i) not Transform the Service Request (as would otherwise be required by Section H4.12); and~~

~~(ii) (subject to Sections H4.36 and H4.37) send the relevant Service Response to the relevant User (which Service Response shall contain the information requested by that Service Request).~~

DCC IDs

~~H4.43~~H4.3 The DCC shall obtain and use EUI-64 Compliant identification numbers for the purposes of its communications under this Code. Where it is expedient to do so, the DCC may use different identification numbers to identify different DCC roles.

~~H4.44~~H4.4 The DCC shall:

(a) where Section G (Security) requires it to Separate one part of the DCC Systems from another part of the DCC Systems, use different identification numbers for the purposes of its communications from each such part of the DCC Systems; and

(b) use different identification numbers for the purposes of becoming a Subscriber

for different Organisation Certificates or OCA Certificates with different Remote Party Role Codes.

H5 SMART METERING INVENTORY AND ENROLMENT SERVICES

Overview of Enrolment

H5.1 Enrolment of a Smart Metering System occurs:

(a) in the case of electricity, on the Commissioning of the Electricity Smart Meter forming part of that Smart Metering System; or

(b) in the case of gas, on the Commissioning of both the Gas Smart Meter and the Gas Proxy Function forming part of that Smart Metering System.

H5.2 No Device that is to form part of a Smart Metering System (other than the Communications Hub Function) can be Commissioned before the Communications Hub Function that is to form part of that Smart Metering System has been Commissioned.

H5.3 No Device can be Commissioned unless it is listed on the Smart Metering Inventory (and, other than for Type 2 Devices, unless it is listed with an SMI Status of 'pending' or 'installed not commissioned').

Statement of Service Exemptions

H5.4 In accordance with Condition 17 of the DCC Licence (and notwithstanding any other provision of this Section H5), the DCC is not obliged to Commission Communications Hub Functions (or therefore to Enrol Smart Metering Systems) where it is exempted from the requirement to do so in accordance with a Statement of Service Exemptions.

Smart Metering Inventory

H5.5 The DCC shall establish and maintain the Smart Metering Inventory~~.~~ in accordance with the [Inventory, Enrolment and Withdrawal Procedures].

H5.6 ~~The~~ Each User and the DCC shall ~~ensure that~~ each comply with the applicable obligations set out in the [Inventory, Enrolment and Withdrawal Procedures] concerning:

(a) the addition and removal of Devices to and from the Smart Metering Inventory ~~reflects the most up-to-date information provided (or made available);~~ and

~~(a)~~(b) changes to ~~it~~ the SMI Status of the Devices recorded on the Smart Metering Inventory from time to time ~~in accordance with this Code (subject to Section F2.15(b)).~~.

~~Parties shall not seek to add Devices to~~ **Enrolment of Smart Metering Systems**

H5.7 Each User and the DCC shall each comply with the applicable obligations set out in the [Inventory, Enrolment and Withdrawal Procedures] Document concerning:

~~(b)~~(a) steps to be taken before a Device that is listed on the Smart Metering Inventory ~~(and the DCC shall not add Devices to the Smart Metering Inventory) otherwise than in compliance with this Section H5.~~is installed and/or Commissioned at a premises;

~~H5.6 Prior to delivering a Communication Hub to a Supplier Party pursuant to the Communications Hub Service, the DCC shall add the relevant Communications Hub Function and Gas Proxy Function to the Smart Metering Inventory (to be identified with an SMI Status of 'pending'); provided that only Devices of a Device Model that is identified in the Certified Products List are eligible to be added to the Smart Metering Inventory.~~

~~H5.7 The DCC shall not add Communications Hub Functions to the Smart Metering Inventory without also requesting the addition of the Gas Proxy Function that forms part of the same Communications Hub (or vice versa).~~

~~H5.8 Any User acting in the User Role of Import Supplier, Export Supplier, Gas Supplier or Registered Supplier Agent may send a Service Request requesting that the DCC adds a Device (other than a Type 2 Device) to the Smart Metering Inventory (to be identified with an SMI Status of 'pending'); provided that only Devices of a Device Model that is identified in the Certified Products List are eligible to be added to the Smart Metering Inventory.~~

~~H5.9 Before the DCC adds a Device to the Smart Metering Inventory pursuant to Section H5.8, or a User seeks to add a Device to the Smart Metering Inventory pursuant to~~

Section H5.10, that Party shall ensure that the Device Certificates for that Device have been lodged in the SMKI Repository pursuant to Section L5 (The SMKI Repository Service).

H5.10 In the case of Communications Hub Functions and Gas Proxy Functions, only Communications Hub Functions and Gas Proxy Functions that are to be provided by the DCC pursuant to the Communications Hub Service may be added to the Smart Metering Inventory.

H5.11 Any User may send a Service Request requesting that the DCC adds a Type 2 Device to the Smart Metering Inventory. For the avoidance of doubt, a Type 2 Device need not be identified in the Certified Products List, and shall have no SMI Status.

H5.12 The Responsible Supplier for each Smart Metering System shall keep under review the information recorded in the Smart Metering Inventory in respect of the Devices that comprise that Smart Metering System. Where circumstances change or the Responsible Supplier identifies an error in such information, the Responsible Supplier shall submit Service Requests requesting that the DCC updates the Smart Metering Inventory. Where such an update corrects an error in respect of the relationship between one or more Devices (other than Type 2 Devices that are not IHDs) and an MPAN and/or MPRN, then the DCC shall notify the Electricity Distributor and/or Gas Transporter for the affected MPANs and/or MPRNs.

H5.13 Where a Command is returned to a User via the DCC User Gateway in accordance with the Local Command Services, the User shall (where the resulting Service Response requires the DCC to update the Smart Metering Inventory) return a copy of such Service Response to the DCC by submitting a 'Return Local Command Response Service Request' to the DCC.

Pre-Commissioning Obligations

H5.14 Before:

(a) a Responsible Supplier takes any of the steps described in Section H5.24 in relation to a Smart Meter or Type 1 Device; or

(b) the DCC delivers a Communications Hub (comprising a Communications Hub

Function and a Gas Proxy Function) to a Party in accordance with the provisions of Section F6 (Delivery and Acceptance of Communications Hubs),

the Responsible Supplier or DCC (as the case may be) shall ensure that each Trust Anchor Cell on that Device which is required by the GB Companion Specification to be populated with credentials is populated with Certificates in accordance with the requirements of Section H5.17.

H5.15 The requirements of this Section H5.17 are that:

(a) a Trust Anchor Cell with the Remote Party Role Code listed in the table immediately below shall be populated with the Certificate (or, as indicated, one of the Certificates) identified in relation to that Remote Party Role Code in the second column of that table; and

(b) in each case the relevant Certificate shall have a KeyUsage value which is the same as that of the Trust Anchor Cell it populates.

Remote Party Role Code	**Certificate**
root	the Root OCA Certificate
recovery	the DCC Recovery Certificate
accessControlBroker	a DCC Access Control Broker Certificate
transitionalCoS	the DCC Transitional CoS Certificate
supplier	One of the following: (a) one of the relevant Supplier Party's Organisation Certificates; (b) a DCC Access Control Broker Certificate; (c) (where the consent of that other Supplier Party has been given) another Supplier Party's Organisation Certificate.

networkOperator	One of the following: (a) one of the relevant Network Operator's Organisation Certificates; (b) one of the relevant Supplier Party's Organisation Certificates; (c) (where the consent of that other Supplier Party has been given) another Supplier Party's Organisation Certificate; (d) a DCC Access Control Broker Certificate.
wanProvider	the DCC WAN Provider Certificate

Where the DCC Recovery Certificate, DCC Transitional CoS Certificate, DCC Access Control Broker Certificates and DCC WAN Provider Certificate are Organisation Certificates established by the DCC for the purposes of occupying the relevant Trust Anchor Cells on Devices in accordance with the above table and from those DCC Systems described in (respectively) sub-paragraphs (f), (c), (a) and (a) of the definition of DCC Live Systems.

Installation

H5.16 A Responsible Supplier installing a Device (other than a Type 2 Device) at a premises shall, within 24 hours after such installation, send a Service Request requesting that the Smart Metering Inventory is updated to show that Device as having an SMI Status of 'installed not commissioned'; provided that:

(a) this Section H5.18 shall not apply in respect of Devices that are Commissioned within that period of 24 hours; and

(b) the DCC shall only update the Smart Metering Inventory where the Device is identified on the Smart Metering Inventory with an SMI Status of 'pending' (and shall otherwise reject the Service Request).

H5.17 Subject to Section H5.43 (Replacement Communications Hub Functions), following the installation of a Communications Hub Function (whether or not it is

~~Commissioned), the Responsible Supplier that procured the installation shall send one or more 'Update HAN Device Log' Service Requests to update the Device Log of that Communications Hub Function to include the Smart Meter, the Gas Proxy Function (where relevant), and any Type 1 Device(s) to which that Communications Hub Function should be able to send Data. The Responsible Supplier shall not add a Gas Smart Meter to the Device Log of a Communications Hub Function without also adding the Gas Proxy Function to the Device Log of that Smart Meter.~~

~~H5.18 Where the DCC receives an 'Update HAN Device Log' Service Request pursuant to Section H5.19 requesting the addition of a Smart Meter to the Device Log of a Communications Hub Function:~~

~~(a) the DCC shall, in applying the check set out in Section H4.11(i) (Obligations of the DCC: Processing Service Requests), check the identity of the User sending the Service Request to ensure that that User is recorded as the Responsible Supplier within the Registration Data using the MPAN(s) and/or MPRN (as applicable) contained within the Service Request;~~

~~(b) following the successful execution of such a Service Request, the DCC shall update the Smart Metering Inventory to record the MPAN(s) and/or MPRN (as applicable) provided by the Responsible Supplier against the Smart Meter; and~~

~~(c) following the successful execution of the Service Response, Associate the Smart Meter with the applicable Communications Hub Function.~~

~~H5.19 Where the DCC is notified of the successful execution via the Local Command Service of the Command corresponding to an "Update HAN Device Log" Service Request in respect of a Communications Hub Function that has a status of 'pending', then the DCC shall update the status of the Communications Hub Function to 'installed not commissioned'.~~

~~**Commissioning of Communications Hub Functions**~~

~~H5.20 Subject to Section H5.23, where the DCC receives a communication originating from a Communications Hub Function which does not have an SMI Status of 'commissioned' confirming that it has connected to the SM WAN, the DCC shall update the SMI Status of that Communications Hub Function to 'commissioned'.~~

H5.21 Before taking the step set out in Section H5.22, the DCC shall confirm whether the communication originates from the Communications Hub Function that is identified within the communication. The DCC shall not take the step set out in Section H5.22 in respect of a Communications Hub Function where:

(a) the Communications Hub Function is not listed within the Smart Metering Inventory;

(b) the Communications Hub Function is not identified in the Smart Metering Inventory as having an SMI Status of 'pending' or 'installed not commissioned'; and/or

(c) where the communication does not originate from the Communications Hub Function that is identified within the communication.

Joining and Commissioning of Other Devices

H5.22 Where a Responsible Supplier wishes to Commission any Device other than a Communications Hub Function or Type 2 Device, the Responsible Supplier shall send an 'Update HAN Device Log' Service Request (to add the relevant Device to the Device Log of the relevant Communications Hub Function) and (where applicable) a 'Handover of DCC Controlled Device' Service Request. Following the successful execution of such Service Requests (to the extent applicable), the Responsible Supplier shall, in the case of:

(a) a Smart Meter, send the DCC a 'Commission Device' Service Request in respect of that Smart Meter; or

(b) a Gas Proxy Function or a Type 1 Device, send the DCC a 'Join Service' Service Request to join the relevant Device to the relevant Smart Meter.

H5.23 In the case of a Smart Meter, on the successful execution of a 'Commission Device' Service Request, the DCC shall notify the Electricity Distributor or Gas Transporter (as applicable) of the MPAN(s) and/or MPRN and of the Device ID of the Smart Meter.

H5.24 In the case of a Gas Proxy Function or Type 1 Device, on the successful execution of a 'Join Service' Service Request to add a Gas Proxy Function or Type 1 Device to the

Device Log of a Smart Meter, the DCC shall Associate that Device with the applicable Smart Meter. For the avoidance of doubt, this Section H5.26 shall apply on the successful execution of such a Service Request whether or not the Smart Meter has been Commissioned.

H5.25 Subject to Section H5.28, following the successful execution of the applicable Service Request under Section H5.24 in respect of a Device, the DCC shall update the SMI Status of that Device to 'commissioned'.

H5.26 The DCC shall not take the step set out in Section H5.27 in respect of a Device where:

(a) the Device is not listed within the Smart Metering Inventory;

(b) the Device is not identified in the Smart Metering Inventory as having an SMI Status of 'pending' or 'installed not commissioned';

(c) the Communications Hub Function that is to form part of the same Smart Metering System is not listed in the Smart Metering Inventory with an SMI Status of 'commissioned'; and/or

(d) in the case of a Type 1 Device or Gas Proxy Function, the Smart Meter that is to form part of the same Smart Metering System as that Type 1 Device or Gas Proxy Function is not listed in the Smart Metering Inventory with an SMI Status of 'commissioned'.

H5.27 Where the Responsible Supplier wishes to add a Type 2 Device to a Smart Meter, it shall send a 'Join Service' Service Request.

H5.28 Subject to Section H5.31, where the DCC receives a 'Join Service' Service Request in respect of a Type 2 Device, the DCC shall Associate that Device with the applicable Smart Meter following the successful execution of the corresponding Command.

H5.29 The DCC shall not take the step set out in Section H5.30 in respect of a Type 2 Device where:

(a) the Device is not listed within the Smart Metering Inventory; and/or

(b) the Smart Meter with which the Type 2 Device is to be Associated is not listed in the Smart Metering Inventory with an SMI Status of 'installed not

commissioned' or 'commissioned'.

H5.30 Where Section H5.28 or H5.31 applies in respect of a Device, the DCC shall reject the Service Request.

Post-Commissioning Obligations

H5.31 As soon as reasonably practicable (and in any event within 7 days) following the Commissioning of a Communications Hub Function, the DCC shall ensure that:

(a) the Communications Hub Function re-generates its Private Keys and ensure that the Communications Hub Function's Device Security Credentials are stored on the Device; and

(b) at least one of the Organisation Certificates comprising the Communications Hub Function's Device Security Credentials is replaced (provided that for such purposes an Organisation Certificate may be replaced with the same Organisation Certificate).

H5.32 The DCC shall notify the Lead Supplier if one or both of the steps in Section H5.33 fails. Where a Lead Supplier receives such a notification, it shall, as soon as reasonably practicable (and in any event with 7 days) following the Commissioning of the Communications Hub Function, replace the Communications Hub Function.

H5.33 As soon as reasonably practicable (and in any event within 7 days) following the Commissioning of a Smart Meter or a Gas Proxy Function, the Lead Supplier shall send a Service Request in respect of that Device to:

(a) ensure that the Device Security Credentials which pertain to the Network Party are those of the Electricity Distributor or Gas Transporter (as applicable);

(b) ensure that the Device Security Credentials which pertain to the Supplier Party are those of the Responsible Supplier;

(c) re-generate its Private Keys and ensure that the Device's Device Certificates are stored on the Device; and

(d) in the case of a Smart Meter only, ensure that at least one of the Organisation

Certificates comprising the Smart Meter's Device Security Credentials is replaced (provided that for such purposes an Organisation Certificate may be replaced with the same Organisation Certificate).

H5.34 If one or both of the steps in Section H5.35(c) or (d) fails, as soon as reasonably practicable (and in any event with 7 days) following the Commissioning of the relevant Device, the Lead Supplier for that Device shall replace the Device.

H5.35 As soon as reasonably practicable (and in any event within 7 days) following the Commissioning of any Type 1 Device (other than as referred to in Section H5.33 or H5.35), the Lead Supplier shall send a Service Request in respect of that Device to:

(a) ensure that the Device Security Credentials which pertain to the Supplier Party are those of the Responsible Supplier; and

(b) re-generate its Private Keys and ensure that the Device's Device Certificates are stored on the Device.

Reactivating Decommissioned, Withdrawn or Suspended Devices

H5.36 Where the Responsible Supplier wishes to change the SMI Status of any Device (other than a Type 2 Device) from 'decommissioned' or 'withdrawn' to 'pending', then the Responsible Supplier shall send the DCC a Service Request to that effect. Provided the Device in question is of a Device Model that is identified in the Certified Products List, the DCC shall change the SMI Status to 'pending'.

H5.37 Where the SMI Status of a Device that has been changed to 'pending' in accordance with Section H5.38 remains as 'pending' throughout the following 12 months, then the DCC shall change its SMI Status back to 'decommissioned' or 'withdrawn' (as applicable).

H5.38 Where following the Suspension of any Device, that Device ceases to be Suspended as a result of the Device Model being added to the Certified Product List, the DCC shall change the SMI Status of that Device to the status it held immediately prior to its Suspension.

~~**Replacement Communications Hub Functions**~~

~~H5.39 The DCC shall maintain an up-to-date electronic record of the Device Log of each Commissioned Communications Hub Function.~~

~~H5.40 Where a Communications Hub Function is Decommissioned in circumstances where one or more of the Smart Metering Systems of which it formed part is to continue to be Enrolled, the Responsible Supplier that requested such Decommissioning shall send a 'Restore HAN Device Log' Service Request in respect of the replacement Communications Hub Function (once Commissioned). Where the Responsible Supplier that sent the 'Restore HAN Device Log' Service Request is not the Gas Supplier, the DCC shall notify the Gas Supplier (via the DCC User Gateway), following the successful execution of such Service Request, that the Device Log has been restored.~~

~~H5.41 Where a Responsible Supplier sends a 'Restore HAN Device Log' Service Request in respect of a Communications Hub Function, it shall not be obliged to send a Service Request in accordance with Section H5.19.~~

~~**Definitions**~~

~~H5.42 For the purposes of this Section H5:~~

~~(a) "**Trust Anchor Cell**", in relation to any Device, has the meaning given to it in the GB Companion Specification; and~~

~~(b) "**KeyUsage**", in relation to any Certificate, means the field referred to as such in the Organisation Certificate Policy.~~

(b) steps to be taken in order to Commission such a Device;

(c) steps to be taken following the Commissioning of such a Device;

(d) steps to be taken in order to Enrol a Smart Metering System; and

(e) steps to be taken on the removal and/or replacement of any Device forming part of a Smart Metering System.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

H6 DECOMMISSIONING, WITHDRAWAL AND SUSPENSION OF DEVICES

Decommissioning

H6.1 Where a Device other than a Type 2 Device is no longer to form part of a Smart Metering System otherwise than due to its Withdrawal, then that Device should be Decommissioned. A Device may be Decommissioned because it has been uninstalled and/or is no longer operating (whether or not it has been replaced, and including where the Device has been lost, stolen or destroyed).

H6.2 Only the Responsible Supplier(s) for a Communications Hub Function, Smart Meter, Gas Proxy Function or Type 1 Device may Decommission such a Device.

H6.3 Where a Responsible Supplier becomes aware that a Device has been uninstalled and/or is no longer operating (otherwise than due to its Withdrawal), that User shall send a Service Request requesting that it is Decommissioned.

H6.4 On successful processing of a Service Request from a Responsible Supplier in accordance with Section H6.3, the DCC shall:

(a) set the SMI Status of the Device to 'decommissioned';

(b) where relevant, amend the Smart Metering Inventory so that the Device is no longer Associated with any other Devices; and

(c) where the Device in question is a Communications Hub Function, notify any and all Responsible Suppliers (other than the Responsible Supplier that procured such Decommissioning) for that Communications Hub Function of such Decommissioning.

H6.5 Where the DCC receives a Service Request from a User that does not satisfy the requirements of Section H6.2, the DCC shall reject the Service Request.

H6.6 On the Decommissioning of a Communications Hub Function, the other Devices forming part of a Smart Metering System shall also be deemed to be Decommissioned (and the DCC shall update their SMI Status accordingly); provided that the Devices forming part of a Smart Metering System (other than the Gas Proxy Function) may

remain Commissioned notwithstanding the Decommissioning of the Communications Hub Function if a replacement Communications Hub Function is Commissioned within a reasonable period.

Withdrawal

H6.7 Where the Responsible Supplier for an Enrolled Smart Metering System for a Designated Premises no longer wishes that Smart Metering System to be Enrolled (and so no longer wishes to receive Communication Services in respect of that Smart Metering System), the Responsible Supplier may request that the Smart Metering System is Withdrawn. Where the Responsible Supplier:

(a) is a User, the Responsible Supplier shall send that request as a Service Request to withdraw each of the Devices comprising that Smart Metering System (but subject to Section H6.9 in relation to the Communications Hub Function); and

(b) is not a User (and does not wish to become a User), [TBC]. *[This provision is to be the subject of a future consultation.]*

H6.8 On the successful processing of a request in accordance with Section H6.7 in respect of a Smart Metering System, the Smart Metering System shall no longer be Enrolled and the DCC shall:

(a) in respect of those Devices forming part of that Smart Metering System and no other Smart Metering System, set the SMI Status of the Devices to 'withdrawn';

(b) to the extent that there are other Devices with which the Withdrawn Devices were previously Associated, amend the Smart Metering Inventory so that the remaining Devices are no longer Associated with the Withdrawn Devices; and

(c) remove the Withdrawn Devices from the Device Log of the Communications Hub Function.

H6.9 For the avoidance of doubt, Section H6.8(a) prevents the Withdrawal of a Communications Hub Function where that Communications Hub Function forms part of more than one Smart Metering System.

Suspension

H6.10 Where a Device's Device Model is removed from the Certified Products List, that Device shall be Suspended and the DCC shall set the SMI Status of the Device to 'suspended'.

H6.11 Where a Communications Hub Device Model is removed from the Certified Products List, both the Communications Hub Function and the Gas Proxy Function shall be deemed to be Suspended (and Section H6.10 shall apply accordingly).

~~**Notification to Users**~~

~~As soon as reasonably practicable following the~~**Ancillary Obligations**

H6.12 Each User and the DCC shall each comply with the obligations set out in the [Inventory, Enrolment and Withdrawal Procedures] concerning Decommissioning, ~~Withdrawal or~~ Suspension ~~of a Smart Meter, the DCC shall notify the Electricity Distributor or Gas Transporter for that Smart Meter of~~ and Withdrawal of Devices (and the Smart Metering Systems of which such Devices form part), including (where applicable) notifying other Users of such Decommissioning, ~~Withdrawal or~~ Suspension~~, such notification to be made via the DCC User Gateway~~ and Withdrawal.

~~H6.13 As soon as reasonably practicable following the Suspension of a Device, the DCC shall notify the Responsible Supplier for that Device of such Suspension, such notification to be made via the DCC User Gateway.~~

~~H6.14 Where a Responsible Supplier intends to replace a Communications Hub Function which is not faulty and which forms part of a Smart Metering System with a Gas Smart Meter, the Responsible Supplier shall notify the DCC of the intended date of replacement (giving as much prior notice as is reasonably practicable); provided that the Responsible Supplier shall not be obliged to give such notice where it (or one if its Affiliates) is the Gas Supplier. Where the DCC is so notified, the DCC shall then notify the Gas Supplier of the intended date of replacement.~~

H7 ELECTIVE COMMUNICATION SERVICES

Eligible Smart Metering Systems

H7.1 Elective Communication Services can only be provided in respect of Smart Metering Systems that have been Enrolled.

Entitlement to Elective Communication Services

H7.2 Only a User is entitled to receive Elective Communication Services. A Party that is not a User is not entitled to receive Elective Communication Services.

H7.3 A User shall not be entitled to request or receive (and the DCC shall not provide to such User) any Elective Communication Services that would constitute a Restricted Communication Service.

Preliminary Assessment of Elective Communication Services

H7.4 Notwithstanding Section E7.2, any Party may request an initial evaluation of the technical feasibility and likely Charges for a proposed Elective Communication Service (a "**Preliminary Assessment**").

H7.5 Requests for a Preliminary Assessment shall be made in such format as the DCC may specify from time to time, and shall be submitted to the DCC.

H7.6 The DCC shall respond to requests for a Preliminary Assessment in accordance with the time period prescribed by Condition 17 of the DCC Licence, and shall either (in accordance with Condition 17 of the DCC Licence):

(a) provide an initial evaluation of the technical feasibility and the likely Charges for a proposed Elective Communication Service; or

(b) give notice that a further and more detailed evaluation of the request is required.

Detailed Evaluation of Elective Communication Services

H7.7 Any Party that has requested a Preliminary Assessment and obtained a response as

described in Section H7.6(b) may request a more detailed evaluation of the technical feasibility and likely Charges for a proposed Elective Communication Service (a "**Detailed Evaluation**").

H7.8 Requests for a Detailed Evaluation shall be made in such format as the DCC may specify from time to time, and shall be submitted to the DCC. Following receipt of any such request (or purported request), the DCC shall:

(a) where the request is incomplete or the DCC reasonably requires further information in order to assess the request, notify the Party that this is the case and provide reasonable assistance to the Party in re-submitting its request;

(b) once the DCC has received all the information it reasonably requires in order to assess the request, confirm the applicable Charges payable in respect of the Detailed Evaluation; and

(c) once the Party has agreed to pay the applicable Charges, provide the Detailed Evaluation to the requesting Party (in accordance with the time period prescribed by Condition 17 of the DCC Licence).

Request for an Offer for an Elective Communication Service

H7.9 Any Party that has requested a Preliminary Assessment in respect of a proposed Elective Communication Service, and obtained a response as described in Section H7.6(a), may request a formal offer for that proposed Elective Communication Service.

H7.10 Any Party that has requested and obtained a Detailed Evaluation in respect of a proposed Elective Communication Service may request a formal offer for that proposed Elective Communication Service.

H7.11 Following a request pursuant to Section H7.9 or H7.10, the DCC shall (in accordance with the time period prescribed by Condition 17 of the DCC Licence):

(a) make an offer to provide the Elective Communication Service in question; or

(b) notify the Party that the DCC is not willing to make such an offer (provided that the DCC may only do so where the DCC is not obliged to make such an

offer in accordance with Condition 17 of the DCC Licence).

Formal Offer

H7.12 An offer to provide the Elective Communication Service made by the DCC pursuant to this Section H7 shall:

(a) include details of the Charges that would apply to the Elective Communication Service, as determined in accordance with the Charging Methodology;

(b) where the proposed Charges have been calculated (in accordance with the Charging Methodology) on the assumption that one or more other Parties accept offers made pursuant to this Section H7, provide for two alternative sets of Charges, one of which is contingent on acceptance of all the other such offers and one of which is not; and

(c) include an offer by the DCC to enter into a Bilateral Agreement with the Party requesting the Elective Communication Service.

H7.13 Each Bilateral Agreement must:

(a) be based on the Specimen Bilateral Agreement, subject only to such variations from such specimen form as are reasonable in the circumstances;

(b) not contradict or seek to override any or all of this Section H or Sections G (Security), I (Data Privacy), J (Charges), L (Smart Metering Key Infrastructure) or M (General);

(c) where reasonably necessary in accordance with the Charging Methodology, provide for Charges that include or comprise a standing charge that is payable by the recipient of the Elective Communication Service regardless of whether or not the Elective Communication Service is requested or provided;

(d) where reasonably necessary in accordance with the Charging Methodology, require the recipient of the Elective Communication Service to pay compensation to DCC in the event of the early termination of the Bilateral Agreement (except in the case of termination as envisaged by Section H7.13(e));

(e) allow the recipient of the Elective Communication Services to terminate the Bilateral Agreement without paying compensation to the extent that such compensation is intended to recover investments made for the purposes of providing the Elective Communication Service where (and to the extent that) the DCC subsequently offers a Service listed in the DCC User ~~Gateway~~Interface Services Schedule that relies upon such investments (and each Bilateral Agreement must provide for disputes regarding this provision to be subject to an initial Panel determination, but to ultimately be determined by arbitration); and

(f) where reasonably necessary, require the recipient of the Elective Communication Services to provide credit support in respect of its obligation to pay the compensation referred to in Section H7.13(d).

H7.14 The parties to each Bilateral Agreement shall ensure that the Bilateral Agreement describes the Elective Communication Services in a manner consistent with the description of the Core Communication Services in this Code, including so as to identify (to the extent appropriate) equivalents of the following concepts: Service Requests; Non-Device Service Requests; Pre-Commands; Signed Pre-Commands; Commands; Services Responses; Alerts; and Target Response Times. To the extent that an Elective Communication Service comprises equivalents of such concepts, references to such concepts in this Code shall be construed as including the equivalent concepts under each Bilateral Agreement (and the DCC and the relevant User under the Bilateral Agreement shall comply with Sections H3 (DCC User ~~Gateway~~Interface) and H4 (Processing Service Requests) in respect of the same). For the purposes of each Elective Communication Service (unless the Panel otherwise determined on a User's application):

(a) the applicable Service Request shall be deemed to be a Critical Service Request, unless it results only in the sending of a Command to a Device that would arise were a Non-Critical Service Request listed in the DCC User ~~Gateway~~Interface Service Schedule to be requested;

(b) the applicable Service Request (and any associated Pre-Command) shall be deemed to contain Data that requires Encryption, unless it contains only Data

described in the GB Companion Specification as capable of being sent without Encryption.

H7.15 Elective Communication Services shall be provided in accordance with this Code and the applicable Bilateral Agreement. In the event of any inconsistency between this Code and a Bilateral Agreement, the provisions of this Code shall prevail.

H7.16 The DCC shall not agree to any variations to a Bilateral Agreement that would cause that agreement to become inconsistent with the requirements of this Section H7.

Disputes Regarding Offers for Elective Communication Services

H7.17 Where the requirements of Condition 20 of the DCC Licence are met, a Party that has requested an offer for a proposed Elective Communication Service may refer a dispute regarding such request to the Authority for determination under and in accordance with that Condition.

Publication of Details of Elective Communication Services

H7.18 Once the DCC has commenced provision of an Elective Communication Service pursuant to a Bilateral Agreement, the DCC shall notify the Code Administrator of the date on which the provision of such service commenced (but shall not provide any details regarding such agreement to the Code Administrator).

H7.19 The DCC shall, on or around the date falling six months after it commenced provision of an Elective Communication Service pursuant to a Bilateral Agreement, provide to the Code Administrator the following details:

(a) a brief description of the Elective Communication Service;

(b) the frequency with which, and (where stated) the period during which, the Elective Communication Service is to be provided; and

(c) the Target Response Time within which the Elective Communication Service is to be provided.

H7.20 The Code Administrator shall arrange for the publication on the Website of the details provided to it pursuant to Section H7.19. The Code Administrator shall monitor and

report to the Panel on whether the DCC has provided details pursuant to Section H7.18 in respect of Elective Communication Services of which the Code Administrator is notified under Section H7.18.

H7.21 Without prejudice to the DCC's obligations under Section H7.19, the existence and contents of each Bilateral Agreement shall constitute Confidential Information which the DCC is obliged to keep confidential in accordance with Section M4 (Confidentiality).

H8 SERVICE MANAGEMENT, SELF-SERVICE INTERFACE AND SERVICE DESK

General

H8.1 The DCC shall provide the Services in a manner that is consistent with:

(a) the Service Management Standards; or

(b) any other methodology for service management identified by the DCC as being more cost efficient than the Service Management Standards, and which has been approved by the Panel for such purpose.

Maintenance of the DCC Systems

H8.2 The DCC shall (insofar as is reasonably practicable) undertake Maintenance of the DCC Systems in such a way as to avoid any disruption to the provision of the Services (or any part of them).

H8.3 Without prejudice to the generality of Section H8.2, the DCC shall (unless the Panel agrees otherwise):

(a) undertake Planned Maintenance of the DCC Systems only between 20.00 hours and 08.00 hours;

(b) limit Planned Maintenance of the Self-Service Interface to no more than four hours in any month; and

(c) limit Planned Maintenance of the DCC Systems generally (including of the Self-Service Interface) to no more than six hours in any month.

H8.4 At least 20 Working Days prior to the start of each month, the DCC shall make available to ~~Users~~Parties, to Registration Data Providers and to the Technical Sub-Committee a schedule of the Planned Maintenance for that month. Such schedule shall set out (as a minimum) the following:

(a) the proposed Maintenance activity (in reasonable detail);

(b) the parts of the Services that will be disrupted (or in respect of which there is a Material Risk of disruption) during each such Maintenance activity;

(c) the time and duration of each such Maintenance activity; and

(d) any associated risk that may subsequently affect the return of normal Services.

H8.5 The Panel may (whether or not at the request of a Party) request that the DCC reschedules any Planned Maintenance set out in a monthly schedule provided pursuant to Section H8.4. In making any such request, the Panel shall provide the reasons for such request to the DCC in support of the request. The DCC will take all reasonable steps to accommodate any such request.

H8.6 ~~The DCC shall notify Users and the Technical Sub-Committee as~~As soon as reasonably practicable after the DCC becomes aware of any Unplanned Maintenance, the DCC shall notify the Technical Sub-Committee, Parties and (insofar as they are likely to be affected by such Unplanned Maintenance) Registration Data Providers of such Unplanned Maintenance (and shall provide information equivalent to that provided in respect of Planned Maintenance pursuant to Section H8.4~~.~~).

H8.7 During the period of any Planned Maintenance or Unplanned Maintenance, the DCC shall provide ~~Users~~Parties and (insofar as they are likely to be affected by such maintenance) Registration Data Providers with details of its duration and the expected disruption to Services to the extent they differ from the information previously provided.

DCC Internal System Changes

H8.8 Where the DCC is proposing to make a change to DCC Internal Systems, the DCC shall:

(a) undertake an assessment of the likely impact on Users of any potential disruption to Services that may arise as a consequence of the Maintenance required to implement the contemplated change;

(b) where such assessment identifies that there is a Material Risk of disruption to Services, consult with Users and the Technical Sub-Committee regarding such risk;

(c) provide the Users the opportunity to be involved in any testing of the change to the DCC Internal Systems prior to its implementation; and

(d) undertake an assessment of the likely impact of the contemplated change upon the security of the DCC Total System, Users' Systems and Smart Metering Systems.

Release Management

H8.9 The DCC shall ensure that it plans, schedules and controls the building, testing and deployment of releases of IT updates, procedures and processes in respect of the DCC Internal Systems and/or the Parse and Correlate Software in accordance with a policy for Release Management (the "**DCC Release Management Policy**").

H8.10 The DCC shall ensure that the DCC Release Management Policy:

(a) defines the scope of the matters that are to be subject to the policy in a manner consistent with the Service Management Standards;

(b) includes a mechanism for setting priorities for different types of such matters;

(c) defines periods of change-freeze where no such matters may be implemented; and

(d) defines periods of notice to be given to the Users prior to the implementation of such matters.

H8.11 The DCC shall make the DCC Release Management Policy available to Users and to the Technical Sub-Committee. The DCC shall consult with Users and the Technical Sub-Committee before making any changes to the DCC Release Management Policy.

H8.12 The DCC's obligation under Section H8.11 is in addition to its obligations in respect of Planned Maintenance and changes to DCC Internal Systems to the extent that the activity in question involves Planned Maintenance or changes to DCC Internal Systems.

Self-Service Interface and Service Desk: General

H8.13 Each User shall use its reasonable endeavours to access the information it needs, and to seek to resolve any queries it may have, via the Self-Service Interface in the first instance. A User shall only contact the Service Desk where it cannot reasonably

obtain the information it needs, or resolve its query, via the Self-Service Interface.

H8.14 A Party that is not a User will be unable to access the Self-Service Interface, but may contact the Service Desk.

Self-Service Interface

H8.15 The DCC shall maintain and keep up-to-date an interface (the **Self-Service Interface**) which:

(a) complies with the specification required by the Self-Service Interface Design Specification;

(b) is made available to Users in accordance with the Self-Service Interface Code of Connection via DCC Gateway Connections; and

(c) allows Users to access the information described in Section H8.16.

H8.16 The Self-Service Interface must (as a minimum) allow the following categories of User to access the following:

(a) the Smart Metering Inventory, which shall be available to all Users and capable of being searched by reference to the following (provided that there is no requirement for the DCC to provide information held on the inventory in respect of Type 2 Devices other than IHDs):

(i) the Device ID, in which case the User should be able to extract all information held in the inventory in relation to (I) that Device, (II) any other Device Associated with the first Device, (III) any Device Associated with any other such Device; and (IV) any Device with which any of the Devices in (I), (II) or (III) is Associated;

(ii) the MPAN or MPRN, in which case the User should be able to extract all information held in the inventory in relation to the Smart Meter to which that MPAN or MPRN relates, or in relation to any Device Associated with that Smart Meter or with which it is Associated;

(iii) post code and premises number or name, in which case the User should be able to extract all information held in the inventory in relation to the

Smart Meters for the MPAN(s) and/or MPRN linked to that postcode and premises number or name, or in relation to any Device Associated with those Smart Meters or with which they are Associated;

(iv) the UPRN (where this has been provided as part of the Registration Data), in which case the User should be able to extract all information held in the inventory in relation to the Smart Meters for the MPAN(s) and/or MPRN linked by that UPRN, or in relation to any Device Associated with those Smart Meters or with which they are Associated;

(b) a record of the Service Requests and Signed Pre-Commands sent by each User, and of the Acknowledgments, Pre-Commands, Service Responses and Alerts received by that User (during a period of no less than three months prior to any date on which that record is accessed), which shall be available only to that User;

(c) a record, which (subject to the restriction in Section I1.~~3 (Consumption Data: 4~~ (User Obligations)) shall be available to all Users:

(i) of all 'Read Profile Data' and 'Retrieve Daily Consumption Log' Service Requests in relation to each Smart Meter (or Device Associated with it) that were sent by any User during a period of no less than three months prior to any date on which that record is accessed; and

(ii) including, in relation to each such Service Request, a record of the type of the Service Request, whether it was successfully processed, the time and date that it was sent to the DCC, and the identity of the User which sent it;

(d) the Incident Management Log, for which the following Users shall be able to view and/or update (as set out below) the following:

(i) the User (if any) that raised an Incident shall be able to view matters relating to that Incident;

(ii) the Lead Supplier for each Communications Hub Function that is affected by the Incident shall be able to view matters relating to that

Incident, and to update the Incident Management Log insofar as it relates to that Communications Hub Function;

(iii) the Responsible Supplier for each Smart Metering System that is affected by the Incident shall be able to view matters relating to that Incident, and to update the Incident Management Log insofar as it relates to that Smart Metering System (but not the Communications Hub Function);

(iv) the Electricity Distributor or Gas Transporter (as applicable) for each Smart Metering System that is affected by the Incident shall be able to view matters relating to that Incident; and

(v) the User that is the DCC Gateway Party for, and any User notified to the DCC in accordance with Section ~~H3.13~~H15.17 (Use of a DCC ~~User~~ Gateway Connection) as entitled to use, the DCC ~~User~~ Gateway Connection ~~of another Party~~ shall be able to view matters relating to any Incident affecting that DCC ~~User~~ Gateway Connection;

(e) the Order Management System, which shall be available to all Users;

(f) the following information in respect of the SM WAN, which shall be available to Supplier Parties and Users acting in the Role of 'Registered Supplier Agent' (and which shall be capable of interrogation by post code and postal outcode):

(i) whether a Communications Hub Function installed in a premises at any given location is expected to be able to connect to the SM WAN;

(ii) any locations included within a geographical area which is for the time being the subject of a Service Exemption Category 2 (as defined in the DCC Licence), and (where applicable) the date from which such locations will cease to be so included;

(iii) any known issues giving rise to poor connectivity at any given location (and any information regarding their likely resolution); and

(iv) any requirement to use a particular WAN Variant (and, where applicable, in combination with any particular Communications Hub

Auxiliary Equipment) for any given location in order that the Communications Hub will be able to establish a connection to the SM WAN;

(g) additional information made available by the DCC to assist with the use of the Services and diagnosis of problems, such as service status (including information in respect of Planned Maintenance and Unplanned Maintenance) and frequently asked questions (and the responses to such questions), which shall be available to all Users; and

(h) anything else expressly required by a provision of this Code.

H8.17 Without prejudice to the requirements of Sections H8.16(b) and (c), to the extent that the Self-Service Interface does not allow a User to access a record of the information referred to in those Sections in respect of the preceding 7 years, then:

(a) subject (in the case of the information referred to in Section H8.16(c)) to the restriction in Section I1.~~3 (Consumption Data: 4~~ (User Obligations), that User shall be entitled to request such information from the DCC; and

(b) the DCC shall provide such information to that User as soon as reasonably practicable following such request.

H8.18 The DCC shall ensure that the Self-Service Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).

Service Desk

H8.19 The DCC shall ensure that a team of its representatives (the **Service Desk**) is available to be contacted as follows:

(a) the Service Desk shall be contactable via the following means (to be used by Parties, to the extent available to them, in the following order of preference):

(i) the Self-Service Interface;

(ii) a dedicated email address published on the DCC Website; and

(iii) a dedicated telephone number published on the DCC Website;

(b) the Service Desk can be used by Parties to seek resolution of queries relating to the Services (provided that Users shall seek resolution via the Self-Service Interface in the first instance); and

(c) the Service Desk can be used by Parties that are not Users to raise Incidents (or by Users, where the Incident Management Log is not available via the Self-Service Interface, to raise or provide information in respect of Incidents), which the DCC shall then reflect in the Incident Management Log.

H8.20 The DCC shall ensure that the Service Desk is available at all times, and shall provide alternative arrangements (a different telephone number and email address) where the usual Service Desk in not available. Where a different telephone number and email address is to be used, the DCC shall publish details of the alternative number and address at least 20 Working Days in advance.

H9 INCIDENT MANAGEMENT

Incident Management Policy

H9.1 The Incident Management Policy must (as a minimum) make provision for the following matters:

(a) raising an Incident by recording it in the Incident Management Log;

(b) categorisation of Incidents into 5 categories of severity ("**Incident Category 1, 2, 3, 4 and 5**" respectively, such that Incident Category 1 is the most severe and Incident Category 5 the least);

(c) prioritisation of Incidents, and (in those cases where the DCC is responsible for resolving an Incident) the time period within which an Incident in each Incident Category should be resolved (the "**Target Resolution Time**");

(d) prioritising and timescale for ~~resolution~~closure of Problems;

(e) allocation of responsibility for Incidents and Problems in accordance with Section H9.2;

(f) identification of other interested persons who are to be kept informed regarding Incidents;

(g) courses of action to be undertaken in seeking to resolve Incidents and close Problems, including the need to update the Incident Management Log to record activity carried out (or planned to be carried out);

(h) rules for the escalation of Incidents;

(i) rules for the declaration of a Major Incident, and for the appointment of managers to coordinate resolution of Major Incidents;

(j) rules for the closure of a resolved Incident;

(k) rules for opening and closing Problem records by the DCC; and

(l) rules for reopening closed Incidents.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

Incident and Problem Management Responsibility

H9.2 The Incident Management Policy must allocate responsibility for resolution of Incidents and closure of Problems in accordance with the following principles:

(a) the User which first becomes aware of an Incident that is not yet logged on the Incident Management Log (or, if logged, is incorrectly logged as closed) shall:

(i) where such Incident is reasonably capable of being resolved via the Self-Service Interface or via a Service Request which that User has the right to send, exercise such rights with a view to resolving the Incident; or

(ii) where the User is a Supplier Party and it is already at the premises when it first becomes aware of the Incident, and to the extent the Incident is caused by a Communications Hub and is not capable of being resolved via communications over the SM WAN, then that User shall be responsible for resolving that Incident;

(b) subject to Section H9.2(a), the DCC shall be responsible for resolving Incidents and closing Problems to the extent they are caused by:

(i) the DCC Systems;

(ii) the Parse and Correlate Software; or

(iii) a Communications Hub and are capable of being resolved via communications over the SM WAN;

(c) subject to Section H9.2(a), the Lead Supplier for a Communications Hub shall be responsible for resolving Incidents and closing Problems to the extent they are caused by that Communications Hub and not capable of being resolved or closed via communications over the SM WAN;

(d) subject to Section H9.2(a), the Responsible Supplier for a Smart Metering System shall be responsible for resolving Incidents and closing Problems to the extent caused by Devices (other than the Communications Hub) forming part of that Smart Metering System.

Incident Management Log

H9.3 The DCC shall maintain and keep up-to-date an electronic log (the **Incident Management Log**) that records the following in respect of each Incident:

(a) a unique reference number (to be allocated to each Incident that is identified by, or reported to, the DCC);

(b) the date and time that the Incident was identified by, or reported to, the DCC;

(c) the nature of the Incident and the location at which it occurred;

(d) whether the Incident was identified by the DCC, or otherwise the person that reported the Incident to the DCC;

(e) the categorisation of the Incident in accordance with the Incident Management Policy;

(f) the person to whom the Incident has been allocated for resolution;

(g) the course of action to be taken, or taken, to resolve the Incident;

(h) the DCC's Good Industry Practice assessment of which Users and/or Services are affected by the Incident;

(i) details of any communications with Users in respect of the Incident;

(j) comments regarding any mitigating circumstances regarding the Incident;

(k) the potential impact of the Incident on the DCC's ability to meet the Target Service Levels;

(l) the current status of the Incident, and (once applicable) the date and time that the Incident was closed; and

(m) a reference to any related Problem logged.

H9.4 The following shall apply in respect of the Incident Management Log:

(a) DCC shall provide access to the Incident Management Log to Users via the Self Service Interface;

(b) access will be allowed only to certain Users in respect of certain Incidents, as set out in Section H8.15 (Self Service Interface); and

(c) to the extent that a User does not have the necessary access rights in accordance with Section H9.4(b), a User shall (rather than updating the Incident Management Log to include matters relating to Incidents) report the matter to the DCC (which shall then amend the Incident Management Log to reflect such matters).

Access to data regarding Problems

H9.5 Where an Incident for which the DCC or a User is responsible for resolving refers to a Problem, Users or the DCC (as the case may be) may request that the Party assigned responsibility for the Problem supplies to them reasonable information regarding the Problem, provided that information in respect of any other Incident shall only be supplied to a User where that User would be allowed access to that information in accordance with Section H9.4(b) above.

Addition of Incidents to the Incident Management Log

H9.6 Where a User becomes aware of an Incident that is not yet logged on the Incident Management Log (or, if logged, is incorrectly logged as closed):

(a) to the extent such Incident is reasonably capable of being resolved via the Self-Service Interface or via a Service Request which that User has the right to send, then the User shall exercise such rights with a view to resolving the Incident; and

(b) to the extent the Incident is not reasonably capable of being resolved in such manner (or to the extent the Incident is not so resolved despite such exercise of rights), then the User shall add the Incident to the Incident Management Log (or, if incorrectly logged as closed, reopen the Incident) via the Self-Service Interface.

H9.7 Where the DCC becomes aware of an Incident that is not yet logged on the Incident Management Log (or, if logged, is incorrectly logged as closed), then the DCC shall add the Incident to the Incident Management Log (or, if incorrectly logged as closed,

reopen the Incident).

Resolving Incidents and Closing Problems

H9.8 Where an Incident has been added to the Incident Management Log (or reopened) pursuant to Section H9.6 or H9.7, then (until such time as that Incident is closed) the DCC and each relevant User shall each take all the steps allocated to them under and in accordance with the Incident Management Policy in respect of an Incident of the relevant type, so as to:

(a) in the case of Incidents for which a User is responsible, resolve the Incident as soon as reasonably practicable; or

(b) in the case of Incidents for which the DCC is responsible, resolve the Incident in accordance with the applicable Target Resolution Time.

H9.9 Where a Problem has been assigned to the DCC or a User, then (until such time as that Problem is closed) the DCC and each relevant User shall each take all the steps allocated to it under and in accordance with the Incident Management Policy so as to ~~resolve~~close the Problem in accordance with priority for resolution and closure set out in the Incident Management Policy.

Major Incident Notification and Reports

H9.10 Where a User identified as responsible for resolution of an Incident considers (or should reasonably have considered) that the Incident constitutes a Major Incident, such User shall notify the DCC of such fact (in accordance with the Incident Management Policy).

H9.11 Where the DCC becomes aware of a Major Incident, the DCC shall notify all Users that are likely to be affected by such Major Incident (in accordance with the Incident Management Policy).

H9.12 In the event of a Major Incident:

(a) the DCC shall provide all reasonable assistance to the User responsible for resolving that Incident as such User may request; and

(b) all Users other than the User responsible for resolving that Incident shall provide the responsible User with all reasonable assistance as that User may request,

(in each case) in relation to the resolution of that Incident, including as set out in the Incident Management Policy.

H9.13 Within two Working Days following resolution of a Major Incident, the Party or Parties responsible for resolving that Major Incident shall provide a summary report to the Panel in respect of that Major Incident. Such summary report must include (as a minimum):

(a) the nature, cause and impact (and likely future impact) of the Major Incident; and

(b) the action taken in the resolution of the Major Incident.

H9.14 Within 20 Working Days following resolution of a Major Incident, the Party or Parties responsible for resolving that Major Incident shall conduct a review regarding that Major Incident and its resolution, and shall report to the Panel on the outcome of such review. Such report must include (as a minimum):

(a) a copy of the summary report produced in respect of the Major Incident pursuant to Section H9.12;

(b) a review of the response to the Major Incident and its effectiveness;

(c) any failures by Parties to comply with their obligations under Energy Licences and/or this Code that caused or contributed to the Major Incident or its consequences; and

(d) any Modifications that could be made to this Code to mitigate against future Incidents and/or their consequences.

Disputes

Where Disputes arise between the Parties regarding whether or not the DCC and/or a User has complied with its obligations under this Section H9, then such Dispute shall be

subject to determination by the Panel (which determination shall be final and binding).

H10 BUSINESS CONTINUITY

Emergency Suspension of Services

H10.1 Section H10.2 applies in respect of any Party or RDP which has an established DCC Gateway Connection where, by virtue of the action or failure to act of that Party or RDP, or of any event occurring on or in relation to the Systems of that Party or RDP:

(a) the DCC Systems are being Compromised to a significant extent; or

(b) the DCC has reason to believe that there is an immediate threat of the DCC Systems being Compromised to a significant extent.

H10.2 Where this Section H10.2 applies, the DCC may, to the extent that it is necessary to do so in order to avoid or mitigate the potential impact of any Comprise to the DCC Systems, temporarily suspend:

(a) in respect of a Party whose actions or Systems are giving rise to the actual or threatened Compromise:

(i) the provision (in whole or in part) of the Services to that Party;

(ii) the rights of that Party to receive (in whole or in part) the Services; and/or

(iii) the ability of that Party to use any DCC Gateway Connection; or

(b) in respect of an RDP whose actions or Systems are giving rise to the actual or threatened Compromise, the ability of that RDP to use any DCC Gateway Connection.

H10.3 Where the DCC commences any temporary suspension of the provision of Services of rights, or of the ability to use a DCC Gateway Connection in accordance with Section H10.2, it shall promptly (and in any event within 24 hours) notify the Panel of the suspension and the reasons for it, and shall provide the Panel with such information relating to the suspension as may be requested.

H10.4 Where the Panel receives a notification in accordance with Section H10.3, it shall promptly consider the circumstances of the suspension and:

(a) shall either confirm the suspension or determine that the suspension ceases to have effect and the suspended Services, rights or ability to use any DCC Gateway Connection are to be reinstated; and

(b) may in either case give such directions as it considers appropriate:

(i) to the DCC in relation to the continuing suspension or the reinstatement of the Services, rights or ability to use any DCC Gateway Connection (as the case may be);

(ii) to the Party or RDP whose Services, rights or ability to use any DCC Gateway Connection were suspended by the DCC, for the purpose of remedying any actual or potential cause of Compromise to the DCC Systems or for preventing its recurrence.

H10.5 The DCC shall comply with any direction given to it by the Panel in accordance with Section H10.4, and shall provide such reasonable support and assistance to the Party or RDP whose Services, rights or ability to use any DCC Gateway Connection were suspended by it as that Party or RDP may request for the purpose of remedying any actual or potential cause of Compromise to the DCC Systems or for preventing its recurrence.

H10.6 A Party shall comply with any direction given to it by the Panel in accordance with Section H10.4.

H10.7 Each Electricity Network Party and each Gas Network Party shall ensure that its RDP (being the Network Party itself where that is deemed to be the case in accordance with the definition of Registration Data Provider) shall (when acting in its capacity as the Network Party's Registration Data Provider) comply with any direction given to it by the Panel in accordance with Section H10.4.

H10.8 Where the DCC or any Party or RDP which is directly affected by a decision of the Panel made pursuant to Section H10.4 disagrees with that decision, it may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

The Business Continuity and Disaster Recovery Procedure

~~H10.1~~H10.9 The DCC shall comply with the requirements of the Business Continuity and Disaster Recovery Procedure for the purposes of ensuring so far as reasonably practicable that:

(a) there is no significant disruption to the provision of any of the Services by the DCC; and

(b) where there is any such significant disruption, the provision of those Services is restored as soon as is reasonably practicable.

~~H10.2~~H10.10 Each Party shall provide the DCC with any such assistance and co-operation as it may reasonably request for the purpose of its compliance with the Business Continuity and Disaster Recovery Procedure.

Testing the Business Continuity and Disaster Recovery Procedure

~~H10.3~~H10.11 The DCC shall:

(a) from time to time, and at least once each year, carry out a test of the operation of the Business Continuity and Disaster Recovery Procedure in order to assess whether it remains suitable for the achieving the purposes described at Section H10.9~~1~~; and

(b) following any such test, report to the Panel and the Authority on the outcome of the test, and on any proposals made by the DCC in relation to the Business Continuity and Disaster Recovery Procedure having regard to that outcome.

~~H10.4~~H10.12 Each Party shall provide the DCC with any such assistance and co-operation as it may reasonably request for the purpose of testing the operation of the Business Continuity and Disaster Recovery Procedure.

Business Continuity and Disaster Recovery Targets

~~H10.5~~H10.13 The DCC shall, on the occurrence of any significant disruption to the provision of any of the Services:

(a) use its reasonable endeavours to ensure that those Services are restored within four hours of the occurrence of that disruption; and

(b) ensure that those Services are restored within eight hours of the occurrence of that disruption.

~~H10.6~~H10.14 The DCC shall, within 15 Working Days following any significant disruption to the provision of any of the Services, produce a report which identifies:

(a) any Services which were not restored within four and/or eight hours of the occurrence of that disruption;

(b) where any Services were not restored within four hours of the occurrence of that disruption, the reason why this was the case;

(c) where any Services were not restored within eight hours of the occurrence of that disruption, the steps the DCC is taking to prevent the re-occurrence of any such an event;

(d) any anticipated reductions in the DCC's External Costs (as defined in the DCC Licence) arising as a consequence of the DCC Service Providers failing to achieve a restoration of any Services within four hours of the occurrence of any significant disruption.

~~H10.7~~H10.15 A copy of the report produced pursuant to Section H10.1~~46~~:

(a) shall be provided by the DCC, immediately following its production, to the Panel, the Parties, the Authority and (on request) the Secretary of State; and

(b) may be provided by the Panel, at its discretion, to any other person.

H14 TESTING SERVICES

General Testing Requirements

H14.1 The DCC shall provide the following testing services (the "**Testing Services**"):

(a) User Entry Process Tests;

(b) SMKI and Repository Entry Process Tests;

(c) Device and User System Tests;

(d) Modification Proposal implementation testing (as described in Section H14.34); and

(e) DCC Internal Systems change testing (as described in Section H14.36).

H14.2 The DCC shall make the Testing Services available, and shall provide the Testing Services:

(a) in accordance with the Enduring Testing Approach Document and Good Industry Practice; and

(b) between 08:00 hours and 18.00 hours Monday to Friday, and at any other time that it is reasonably practicable to do so (including where any DCC Service Provider has agreed to provide services at such time).

H14.3 The DCC shall act reasonably in relation to its provision of the Testing Services and shall facilitate the completion (in a timely manner) of tests pursuant to the Testing Services by each such person which is entitled to do so in accordance with this Section H14. Each Testing Participant shall comply with the Enduring Testing Approach Document with respect to the relevant Testing Services. The DCC shall publish on the DCC Website a guide for Testing Participants describing which persons are eligible for which Testing Services, and on what basis (including any applicable Charges).

H14.4 To the extent it is reasonably practicable to do so, the DCC shall allow persons who are eligible to undertake tests pursuant to the Testing Services to undertake those tests concurrently, or shall (otherwise) determine, in a non-discriminatory manner, the

order in which such persons will be allowed to undertake such tests. Where any Testing Participant disputes the order in which persons are allowed to undertake tests pursuant to this Section H14.4, then the Testing Participant may refer the matter to the Panel. Where the DCC or any Testing Participant wishes to do so, it may refer the Panel's decision on such matter to the Authority for its determination (which shall be final and binding for the purposes of this Code).

H14.5 Each Party which undertakes tests pursuant to the Testing Services shall do so in accordance with Good Industry Practice. To the extent that such tests involve a Party accessing the DCC's premises, the Party shall do so in compliance with the site rules and reasonable instructions of the DCC.

H14.6 The DCC shall be liable for any loss of or damage to the equipment of Testing Participants (fair wear and tear excepted) that occurs while such equipment is within the DCC's possession or control pursuant to the Testing Services; save to the extent that such loss or damage is caused by a breach of this Code (or the equivalent agreement under Section H14.7) by the Testing Participant.

H14.7 Where (in accordance with this Section H14) a person that is not a Party is eligible to undertake a category of Testing Services as a Testing Participant, the DCC shall not provide those Testing Services to that person unless it is bound by an agreement entered into with the DCC pursuant to this Section H14.7. Where a person who is a Testing Participant (but not a Party) requests a Testing Service, the DCC shall offer terms upon which such Testing Services will be provided. Such offer shall be provided as soon as reasonably practicable after receipt of the request, and shall be based on the Specimen Enabling Services Agreement (subject only to such variations from such specimen form as are reasonable in the circumstances).

General: Forecasting

H14.8 Each Testing Participant shall provide the DCC with as much prior notice as is reasonably practicable of that Testing Participant's intention to use any of the following Testing Services: User Entry Process Tests, SMKI and Repository Entry Process Tests and Device and User System Tests.

General: Systems and Devices

H14.9 The DCC shall provide such facilities as are reasonably required in relation to the Testing Services, including providing:

(a) for access to the Testing Services either at physical test laboratories and/or remotely; and

(b) a reasonable number of Devices for use by Testing Participants at the DCC's physical test laboratories which Devices are to be of the same Device Models as those selected pursuant to the Device Selection Methodology and/or such other Device Models as the Panel approves from time to time (provided that, where Test Stubs (or other alternative arrangements) were used then such Tests Stubs (or other alternative arrangements) will be used in place of Devices until the DCC agrees with the Panel which Device Models to use).

H14.10 Without prejudice to Section H14.9(b), the DCC shall allow Testing Participants to use Devices they have procured themselves when using the Testing Services. The DCC shall make storage facilities available at the DCC's physical test laboratories for the temporary storage by Testing Participants of such Devices (for no more than 30 days before and no more than 30 days after completion of the Testing Service for which such Devices may be expected to be used). The DCC shall ensure that such storage facilities are secure and only capable of access by persons authorised by the relevant Testing Participant.

General: SMKI Test Certificates

H14.11 The following shall apply in relation to Test Certificates:

(a) the DCC shall, in accordance with the Enduring Testing Approach Document, issue and make available to Testing Participants copies of such Test Certificates as are reasonably necessary for the purposes of the Testing Participants undertaking Testing Services and testing pursuant to Section T (Testing During Transition);

(b) the DCC shall only use Test Certificates for the purposes envisaged by this Section H14.11 (and shall not use actual Certificates when providing the

Testing Services or undertaking tests pursuant to Section T (Testing During Transition));

(c) each Testing Participant to which Test Certificates are made available pursuant to this Section H14.11 shall only use those Test Certificates for the purposes for which such Test Certificates are made available (and shall not use actual Certificates when undertaking the tests referred to in this Section H14.11);

(d) each Testing Participant to which Test Certificates are made available pursuant to this Section H14.11 shall be entitled to make those certificates available to others provided that such others only use them for the purposes for which such certificates were made available to the Testing Participant;

(e) the DCC shall ensure that the Test Certificates are clearly distinguishable from actual Certificates; and

(f) the DCC shall act in accordance with Good Industry Practice in providing the Test Certificates;

(g) each Testing Participant shall act in accordance with Good Industry Practice in using the Test Certificates; and

(h) each Testing Participant hereby, subject to Section M2.1 (Unlimited Liabilities):

(i) waives all rights, remedies and claims it would otherwise have (whether for breach of contract, in tort or delict or otherwise) against the DCC in respect of the Test Certificates;

(ii) undertakes not to bring any claim against the DCC in respect of the Test Certificates; and

(iii) where it makes the Test Certificates available to others, undertakes to ensure that no such others bring any claim against the DCC in respect of such Test Certificates.

User Entry Process Tests

H14.12 Parties seeking to become Users in accordance with Section H1 (User Entry Process)

are entitled to undertake User Entry Process Tests.

H14.13 In respect of a Party seeking to become eligible as a User in a particular User Role, the purpose of the User Entry Process Tests is to test the capability of that Party and the Party's Systems to interoperate with the DCC and the DCC System, to the extent necessary in order that the Party:

(a) has established a connection to the DCC User ~~Gateway~~Interface via the Party's chosen DCC ~~User~~ Gateway ~~Means of~~ Connection;

(b) can use the DCC User ~~Gateway~~Interface for the purposes set out in Section H3.~~2~~3 (Communications to be sent via DCC User ~~Gateway~~Interface) in respect of the Services for which Users in that User Role are eligible; and

(c) can use the Self-Service Interface for the purposes set out in Section H8 (Service Management, Self-Service Interface and Service Desk).

H14.14 The User Entry Process Tests will:

(a) test the sending of communications from the proposed User System via the DCC System to be received by Devices and from Devices via the DCC System to be received by the proposed User System, recognising that such tests may involve a simulation of those Systems rather than the actual Systems;

(b) be undertaken in accordance with the Common Test Scenarios Document; and

(c) be undertaken using Devices selected and provided by the DCC as referred to in Section H14.9(b).

H14.15 Only Parties who the DCC considers meet any entry requirements (for a particular User Role) set out in the Common Test Scenarios Document shall be entitled to undertake the User Entry Process Tests for that User Role.

H14.16 Where the DCC is not satisfied that a Party meets such entry requirements (for a particular User Role), that Party may refer the matter to the Panel for its determination. Where the Party disagrees with any such determination of the Panel, then the Party may refer the matter to the Authority for its determination (which shall be final and binding for the purposes of this Code).

H14.17 Each Party seeking to undertake the User Entry Process Tests shall develop its own test scripts and demonstrate how those test scripts meet the requirements of the relevant scenarios set out in the Common Test Scenarios Document. Each Party shall obtain the DCC's approval that such test scripts meet those requirements before the User Entry Process Tests can commence. Any disputes regarding the approval of such test scripts may be referred to the Panel for determination (which determination shall be final and binding for the purposes of this Code).

H14.18 Each Party will have the right to determine the sequencing of the tests that comprise the User Entry Process Tests.

H14.19 A Party will have successfully completed the User Entry Process Tests (for a particular User Role), once the DCC considers that the Party has demonstrated that it has satisfied the requirements set out in the Common Test Scenarios Document for that User Role. Where requested by a Party, the DCC shall provide written confirmation to the Party confirming whether or not the DCC considers that the Party has successfully completed the User Entry Process Tests (for a particular User Role).

H14.20 Where Systems have been proven to meet the requirements of this Code as part of one Party's successful completion of the User Entry Process Tests or tests under Section H14.32 that are equivalent to all or part of the User Entry Process Tests (and where the substance of the relevant part of the User Entry Process Tests have not changed in the interim), then:

(a) any other Party that has common use of those Systems shall be entitled to ~~rely upon~~ submit proof to the DCC that this is the case when seeking to meet any applicable entry and/or exit requirements set out in the Common Test Scenarios Document; and

(b) the DCC shall take into account such proof ~~for the purposes of its User Entry Process Tests~~ when considering whether such Party meets such entry and/or exit requirements.

H14.21 Where the DCC is not satisfied that a Party has successfully completed the User Entry Process Tests (for a particular User Role), that Party may refer the matter to the Panel for its determination. Where the Party disagrees with any such determination of the

Panel, then the Party may refer the matter to the Authority for its determination (which shall be final and binding for the purposes of this Code).

SMKI and Repository Entry Process Tests

H14.22 Parties seeking to complete the entry process described in Section L7 (SMKI and Repository Entry Process Tests) are entitled to undertake the SMKI and Repository Entry Process Tests to become either or both of:

(a) an Authorised Subscriber under either or both of the Organisation Certificate Policy and/or the Device Certificate Policy; and/or

(b) eligible to access the SMKI Repository.

H14.23 The SMKI and Repository Entry Process Tests will be undertaken in accordance with the SMKI and Repository ~~Tests~~Test Scenarios Document.

H14.24 A Party seeking to undertake the SMKI and Repository Entry Process Tests for the purposes of either or both of Section H14.22(a) and/or (b) shall notify the DCC of the purposes for which it is undertaking those tests. Only Parties who meet any applicable entry requirements set out in the SMKI and Repository Tests Scenarios Document shall be entitled to undertake those SMKI and Repository Entry Process Tests for the purposes described in Section H14.22(a) and/or (b).

H14.25 Where the DCC is not satisfied that a Party meets such entry requirements, that Party may refer the matter to the Panel for its determination. Where the Party disagrees with any such determination of the Panel, then the Party may refer the matter to the Authority for its determination (which shall be final and binding for the purposes of this Code).

H14.26 Each Party seeking to undertake the SMKI and Repository Entry Process Tests shall develop its own test scripts and demonstrate how those test scripts meet the requirements of the relevant scenarios set out in the SMKI and Repository Tests Scenarios Document (for the purposes described in Section H14.22(a) and/or (b), as applicable). Each Party shall obtain the DCC's approval that such test scripts meet those requirements before the SMKI and Repository Entry Process Tests can commence. Any disputes regarding the approval of such test scripts may be referred

to the Panel for determination (which determination shall be final and binding for the purposes of this Code).

H14.27 Each Party seeking to undertake the tests will have the right to determine the sequencing of the tests that comprise the SMKI and Repository Entry Process Tests.

H14.28 A Party will have successfully completed the SMKI and Repository Entry Process Tests (for the purposes described in Section H14.22(a) and/or (b), as applicable), once the DCC considers that the Party has demonstrated that it has satisfied the requirements set out in the SMKI and Repository Tests Scenarios Document for those purposes. Where requested by a Party, the DCC shall provide written confirmation to the Party and the Panel confirming whether or not the DCC considers that the Party has successfully completed the SMKI and Repository Entry Process Tests (for the purposes described in Section H14.22(a) and/or (b), as applicable).

H14.29 Where Systems have been proven to meet the requirements of this Code as part of one Party's successful completion of the SMKI and Repository Entry Process Tests or tests under Section H14.32 that are equivalent to all or part of the SMKI and Repository Entry Process Tests (and where the substance of the relevant part of the SMKI and Repository Entry Process Tests have not changed in the interim), then ~~any other Party that has common use of those Systems shall be entitled to rely upon such proof for the purposes of its SMKI and Repository Entry Process Tests:~~

(a) any other Party that has common use of those Systems shall be entitled to submit proof to the DCC that this is the case when seeking to meet any applicable entry and/or exit requirements set out in the SMKI and Repository Tests Scenarios Document; and

(b) the DCC shall take into account such proof when considering whether such Party meets such entry and/or exit requirements.

H14.30 Where the DCC is not satisfied that a Party has successfully completed the SMKI and Repository Entry Process Tests (for the purposes described in Section H14.22(a) and/or (b), as applicable), that Party may refer the matter to the Panel for its determination. Where the Party disagrees with any such determination of the Panel, then the Party may refer the matter to the Authority for its determination (which shall

be final and binding for the purposes of this Code).

Device and User System Tests

H14.31 The DCC shall provide a service to enable Testing Participants:

(a) to test the interoperability of Devices (other than those comprising Communications Hubs) with the DCC Systems and with the Communications Hubs provided as part of the Testing Services, such that those Devices are able to respond to Commands received from or via the DCC in accordance with the requirements defined in the GB Companion Specification;

(b) to test the interoperability of User Systems with the DCC Systems, including via the DCC User ~~Gateway~~Interface and the Self-Service Interface; and

(c) to test simultaneously the interoperability of User Systems and Devices (other than those comprising Communications Hubs) with the DCC Systems and with the Communications Hubs provided as part of the Testing Services,

which Testing Services in respect of (a) and (c) above shall (subject to the Testing Participant agreeing to pay any applicable Charges) include the provision of a connection to the SM WAN for the purpose of such tests as further described in the Enduring Testing Approach Document (save to the extent the connection is required where the DCC is relieved from its obligation to provide Communication Services pursuant to the Statement of Service Exemptions).

H14.32 Each Party is eligible to undertake Device and User System Tests. Any Manufacturer (whether or not a Party) is eligible to undertake those Device and User System Tests described in Section H14.31(a). Any person providing (or seeking to provide) goods or services to Parties or Manufacturers in respect of Devices is eligible to undertake those Device and User System Tests described in Section H14.31(a). A Party undertaking the Device and User System Tests described in Section H14.31(b) is entitled to undertake tests equivalent to any or all of the User Entry Process Tests and SMKI and Repository Entry Process Tests, in respect of which:

(a) the DCC shall, at the Party's request, assess whether the test results would the requirements of all or part of the applicable User Entry Process Tests and/or

SMKI and Repository Entry Process Tests;

(b) the DCC shall, at the Party's request, provide a written statement confirming the DCC's assessment of whether the test results would meet the requirements of all or part of the applicable tests; and

(c) the Party may, where it disputes the DCC's assessment, refer the matter to the Panel for its determination (which shall be final and binding for the purposes of this Code).

H14.33 The DCC shall, on request by a Testing Participant, offer reasonable additional support to that Testing Participant in understanding the DCC Total System and the results of such Testing Participant's Device and User System Tests (subject to such Testing Participant agreeing to pay any applicable Charges). Such additional Testing Services are without prejudice to the DCC's obligations in respect of Testing Issues.

Modification Implementation Testing

H14.34 Where the Panel determines, in accordance with Section D10 (Implementation), that testing is required in relation to the implementation of a Modification Proposal, then such testing shall be undertaken as a Testing Service pursuant to this Section H14.34 and the implementation timetable approved in accordance with Section D10 (Implementation).

H14.35 The persons eligible to participate in such testing shall be determined by the Panel in accordance with Section D10 (Implementation).

DCC Internal System Change Testing

H14.36 Where, pursuant to Section H8.8 (DCC Internal Systems Changes), a User is involved in testing of changes to the DCC Internal Systems, then such testing shall not be subject to the requirements of Section H14.3, Section H14.4 and Sections H14.6 to H14.11 (inclusive), but such a User may nevertheless raise a Testing Issue in respect of the tests.

General: Testing Issue Resolution Process

H14.37 Each Testing Participant undertaking tests pursuant to this Section H14 is entitled to

raise a Testing Issue in respect of those tests. Each Testing Participant shall take reasonable steps to diagnose and resolve a Testing Issue before raising it in accordance with this Section H14.

H14.38 A Testing Participant that wishes to raise a Testing Issue shall raise it with the relevant DCC Service Provider (as identified by the DCC from time to time) in accordance with a reasonable and not unduly discriminatory procedure, which is to be established by the DCC and provided to the Panel from time to time (which the Panel shall publish on the Website).

H14.39 Where a Testing Participant raises a Testing Issue, the DCC shall ensure that the relevant DCC Service Provider shall (as soon as reasonably practicable thereafter):

(a) determine the severity level and priority status of the Testing Issue;

(b) inform the Testing Participant of a reasonable timetable for resolution of the Testing Issue consistent with its severity level and priority status; and

(c) provide its determination (in accordance with such timetable) to the Testing Participant on the actions (if any) to be taken to resolve the Testing Issue.

H14.40 Pursuant to H14.39, the DCC shall share with categories of Testing Participant any information (provided that the identities of the Testing Participant and, where relevant, the Device's Manufacturer are anonymised) relating to the Testing Issue which is likely to be of use to those categories of Testing Participants (provided that no such information should be shared to the extent it poses a risk of Compromise to the DCC Total System, User Systems, RDP Systems and/or Devices).

H14.41 Where a Testing Participant is dissatisfied with any of the determinations under Section H14.39 (or the speed with which any such determination is made), the Testing Participant may refer the matter to the DCC. On such a referral to the DCC, the DCC shall (as soon as reasonably practicable thereafter):

(a) consult with the Testing Participant and any other person as the DCC considers appropriate;

(b) either, depending on the subject matter of the disagreement:

(i) direct the DCC Service Provider to more quickly provide its determination of the matters set out in Section H14.39(a), (b) and/or (c); or

(ii) make the DCC's own determination of the matters set out in Section H14.39(a), (b) and/or (c);

(c) notify the Panel of the DCC's direction or determination under (b) above; and

(d) share with categories of Testing Participant any information (provided that the identities of the Testing Participant and, where relevant, the Device's Manufacturer are anonymised) relating to the Testing Issue which is likely to be of use to those categories of Testing Participants (provided that no such information should be shared to the extent it poses a risk of Compromise to the DCC Total System, User Systems, RDP Systems and/or Devices).

H14.42 Where the Testing Participant (or any Party) disagrees with the DCC's determination pursuant to Section H14.41 of the matters set out at Section H14.39(c) (but not otherwise), then the Testing Participant (or Party) may request that the DCC refers the matter to the Panel for its consideration (provided that the identities of the Testing Participant and, where relevant, the Device's Manufacturer are anonymised).

H14.43 Where a matter is referred to the Panel for its consideration pursuant to Section H14.42, the Panel shall consider the matter further to decide upon the actions (if any) to be taken to resolve the Testing Issue, unless the matter relates to testing undertaken pursuant to Section T (Testing During Transition), in which case the Panel shall notify the Secretary of State and shall consider the matter further and make such a decision only where, having received such a notification, the Secretary of State so directs. Where the Panel considers the matter further, it may conduct such further consultation as it considers appropriate before making such a decision. Such a decision may include a decision that:

(a) an aspect of the Code could be amended to better facilitate achievement of the SEC Objectives;

(b) an aspect of the DCC Systems is inconsistent with the requirements of this Code;

(c) an aspect of one or more Devices is inconsistent with the requirements of this Code; or

(d) an aspect of the User Systems or the RDP Systems is inconsistent with the requirements of this Code.

H14.44 The Panel shall publish each of its decisions under Section H14.43 on the Website; provided that the identities of the Testing Participant and (where relevant) the Device's Manufacturer are anonymised, and that the Panel shall remove or redact information where it considers that publishing such information would be prejudicial to the interests of one or more Parties, or pose a risk of Compromise to the DCC Total System, User Systems, RDP Systems and/or Devices.

H14.45 A decision of the Panel under Section H14.43 is merely intended to facilitate resolution of the relevant Testing Issue. A decision of the Panel under Section H14.43 is without prejudice to any future decision by the Change Board and/or the Authority concerning a Modification Proposal, by the Secretary of State in exercising its powers under section 88 of the Energy Act 2008, by the Authority concerning the DCC's compliance with the DCC Licence, or by the Panel under Section M8 (Suspension, Expulsion and Withdrawal).

H15 DCC GATEWAY CONNECTIONS

Obligation to Maintain DCC Gateway Connections

H15.1 The DCC shall maintain each DCC Gateway Connection and make it available subject to and in accordance with the provisions of this Section H15.

H15.2 The DCC shall ensure that each DCC Gateway Connection is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).

H15.3 No Party may use a DCC Gateway Connection for any purposes other than accessing, and sending and receiving Data via, the DCC Interfaces (and subject to the provisions of this Code applicable to each DCC Interface).

Requests for DCC Gateway Connections

H15.4 Each Party other than the DCC may request (in accordance with this Section H15 and as further described in the DCC Gateway Code of Connection) as many DCC Gateway Connections as the Party wishes, in each case using the DCC Gateway Bandwidth Option of the Party's choice.

H15.5 In order to assist a Party in determining which DCC Gateway Bandwidth Option to request (or, in the case of connections using a DCC Gateway HV Connection, the size of the bandwidth required), the DCC shall (on request) provide any Party with information regarding the size of the different message types that can be sent via the DCC User Interface.

H15.6 Within 5 Working Days following receipt of any request from a Party for a DCC Gateway Connection at a premises, the DCC shall:

(a) where the request does not include all the information required in accordance with the DCC Gateway Connection Code of Connection, notify the Party that this is the case and provide reasonable assistance to the Party in re-submitting its request; or

(b) undertake a desk-based assessment as described in the DCC Gateway Connection Code of Connection, and provide a response to the Party in respect of that premises under Section H15.7, H15.8 or H15.9 (as applicable).

H15.7 In the case of a request for a DCC Gateway LV Connection, and where the DCC's desk-based assessment indicates that a physical site assessment is not required, the DCC shall provide an offer to the Party setting out:

(a) the DCC's reasonable estimate of the likely bandwidth of the connection once made;

(b) the date from which the DCC will provide the connection;

(c) the connection Charges and annual Charges that will apply in respect of the connection; and

(d) the connection period for which the connection will be made available.

H15.8 In the case of a request for a DCC Gateway LV Connection, and where the DCC's desk-based assessment indicates that a physical site assessment is required, the DCC shall notify the requesting Party that this is the case, and (unless the DCC is not reasonably able to do so without undertaking a physical site assessment, and subject to further information which may become available as a result of the physical site assessment) notify the Party of:

(a) the DCC's reasonable estimate of the likely bandwidth of the connection once made;

(b) the date from which the DCC will provide the connection;

(c) the connection Charges and annual Charges that will apply in respect of the connection; and

(d) the connection period for which the connection will be made available.

H15.9 In the case of a request for a DCC Gateway HV Connection, the DCC shall notify the Party that a physical site assessment is required, and (unless the DCC is not reasonably able to do so without undertaking a physical site assessment, and subject to further information which may become available as a result of the physical site assessment) notify the Party of:

(a) the date from which the DCC will provide the connection;

(b) the connection Charges and annual Charges that will apply in respect of the connection; and

(c) the connection period for which the connection will be made available.

Physical Site Assessments

H15.10 In the case of a notice to a Party under Section H15.8 or H15.9, the Party has 30 days following receipt of such notice to confirm to the DCC that the Party wishes the DCC to proceed with the physical site assessment. In the absence of such confirmation, the Party shall be deemed to have opted not to proceed.

H15.11 Where the DCC has received a confirmation in accordance with Section H15.10, then the DCC shall, within 30 days thereafter, complete the physical site assessment. The Party requesting the connection shall ensure that the DCC has such access to the Party's premises as the DCC may reasonably require in order to undertake such site assessment. The DCC shall ensure that all persons exercising such rights of access do so in compliance with the applicable site rules and reasonable instructions of those in control of the premises.

H15.12 The DCC shall, within 10 Working Days after completing a physical site assessment pursuant to Section H15.11, provide an offer to the Party that requested a connection at that premises setting out:

(a) any supplementary conditions which will apply in respect of the connection (in addition to the provisions of this Code) required as a consequence of matters identified in the site assessment;

(b) (in the case of DCC Gateway LV Connections) the DCC's reasonable estimate of the likely bandwidth of the connection once made;

(c) the date from which the DCC will provide the connection;

(d) the connection Charges and annual Charges that will apply in respect of the connection; and

(e) the connection period for which the connection will be made available.

Initial Provision of a DCC Gateway Connection

H15.13 In the case of an offer to a Party under Section H15.7 or H15.12, the Party has 30 days following receipt of such offer to confirm to the DCC that the Party accepts that offer. In the absence of such confirmation, the Party shall be deemed to have opted not to accept the offer (which shall lapse).

H15.14 Where a Party accepts an offer as described in Section H15.13, the DCC shall take all reasonable steps to provide the requested DCC Gateway LV Connection or DCC Gateway HV Connection by the date set out in the accepted offer (subject to payment of any applicable Charges).

H15.15 In the event that the DCC will be delayed in providing the requested DCC Gateway Connection, the DCC shall notify the relevant Party of the delay (including reasons for the delay) and of the revised connection date (being as soon a reasonably practicable thereafter), and shall take all reasonable steps to provide the requested connection by that revised date.

Use of a DCC Gateway Connection

H15.16 Subject to Section H15.3, the Party that requested a DCC Gateway Connection at a premises shall be entitled to use that connection for as long as the DCC is obliged to make it available in accordance with Section H15.18 (provided that such Party may transfer its right in respect of that DCC Gateway Connection to another Party on both such Parties giving notice to the DCC referring to this Section H15.16).

H15.17 The DCC Gateway Party may notify the DCC of the other Parties (if any) that are (subject to Section H15.3) entitled to share (or no longer entitled to share) use of that DCC Gateway Connection, and in respect of which DCC Interfaces.

Ongoing Provision of a DCC Gateway Connection

H15.18 Once a DCC Gateway Connection has been established at a premises on behalf of a DCC Gateway Party:

(a) the DCC shall make the connection available to the DCC Gateway Party in accordance with this Code until the DCC Gateway Party notifies the DCC that

the Party wishes to cancel the connection (on not less than three months' prior notice);

(b) the DCC shall give the DCC Gateway Party four months' advance notice of the date on which the period of connection referred to in the accepted connection offer is due to expire (or of the date on which any period of extension pursuant to paragraph (c) below is due to expire), and shall at the same time confirm the annual Charges that will apply if the connection is not cancelled;

(c) on the expiry of a period referred to in paragraph (b) above, unless the DCC Gateway Party cancels the connection in accordance with paragraph (a) above, the period of connection shall be extended for a year (which will give rise to an additional annual Charge);

(d) the DCC Gateway Party and the DCC shall comply with the DCC Gateway Connection Code of Connection applicable to the DCC Gateway Bandwidth Option utilised at the connection (and the DCC may limit the use of the connection where the DCC Gateway Party fails to do so and where this is provided for in the applicable DCC Gateway Connection Code of Connection);

(e) the DCC shall, on request, provide the DCC Gateway Party with a report on the performance of its connection as further set out in the applicable DCC Gateway Connection Code of Connection; and

(f) in the case of DCC Gateway HV Connections, the DCC Gateway Party may increase or decrease the bandwidth of its connection in accordance with (and subject to the limitation provided in) the DCC Gateway Code of Connection (provided that, in the case of decreases, the applicable Charges may not alter as a result).

H15.19 The cancellation of any DCC Gateway Connection pursuant to Section H15.18(a), is without prejudice to:

(a) the right of the DCC Gateway Party to apply for another connection under Section H15.4; and

(b) the obligation of the DCC Gateway Party to pay the applicable Charges for the full duration of the period of connection referred to in the accepted connection offer or any period of extension under Section H15.18(c).

DCC Gateway Equipment

H15.20 In first providing a DCC Gateway Connection at a premises, the DCC shall procure that the DCC Gateway Equipment is installed at the relevant premises, and that the DCC Gateway Equipment is installed in accordance with Good Industry Practice and all applicable Laws and Directives.

H15.21 Following its installation at a premises, the DCC shall ensure that the DCC Gateway Equipment is operated and maintained in accordance with Good Industry Practice, and that it complies with all applicable Laws and Directives. The DCC shall maintain a record of the DCC Gateway Equipment installed at each DCC Gateway Party's premises from time to time, and of the point of its connection to that Party's Systems.

H15.22 The DCC Gateway Party at whose premises the DCC Gateway Equipment is (or is to be) installed shall provide the DCC with such access to that premises as the DCC may reasonably require in order to allow it to undertake the installation, maintenance, relocation or removal of the DCC Gateway Equipment. The DCC shall ensure that all persons exercising such rights of access do so in compliance with the site rules and reasonable instructions of the DCC Gateway Party.

H15.23 The DCC Gateway Party at whose premises the DCC Gateway Equipment is (or is to be) installed shall be entitled to witness and inspect the installation, maintenance, relocation or removal of the DCC Gateway Equipment. No such witnessing or assessment shall relieve the DCC of its obligations under this Code.

H15.24 Each DCC Gateway Party shall ensure that no damage is deliberately or negligently caused to the DCC Gateway Equipment installed at its premises (save that such a Party may take emergency action in accordance with Good Industry Practice to protect the health and safety of persons or to prevent imminent damage to property).

H15.25 The DCC Gateway Equipment shall (as between the DCC and each other Party) remain the property of the DCC. The DCC Gateway Equipment is installed at the DCC's risk, and no other Party shall have liability for any loss of or damage to the

DCC Gateway Equipment unless and to the extent that such loss or damage arose as a result of that Party's breach of this Code (including that Party's obligations under Section H15.24).

H15.26 No Party other than the DCC shall hold itself out as the owner of the DCC Gateway Equipment, or purport to sell or otherwise dispose of the DCC Gateway Equipment.

H15.27 Where a DCC Gateway Party wishes to alter the location of the DCC Gateway Equipment at the Party's premises, then that Party shall make a request to the DCC, and the DCC shall either:

(a) notify such Party that it is entitled to relocate the DCC Gateway Equipment within the Party's premises, in which case the Party may move such equipment (and, where it does so, it shall do so in accordance with Good Industry Practice and all applicable Laws and Directives); or

(b) notify such Party that the DCC Gateway Equipment must be relocated by the DCC, in which case the DCC shall (subject to payment of any applicable Charges) move the DCC Gateway Equipment in accordance with Good Industry Practice and all applicable Laws and Directives.

H15.28 Where the DCC's obligation to make a DCC Gateway Connection available ends in accordance with Section H15.18(a) or the DCC Gateway Party for a DCC Gateway Connection ceases to be a Party in accordance with Section M8 (Suspension, Expulsion and Withdrawal), then the DCC shall, within 30 days thereafter:

(a) cease to make that DCC Gateway Connection available; and

(b) remove the DCC Gateway Equipment from the relevant premises in accordance with Good Industry Practice and all applicable Laws and Directives.

DCC Gateway Connection Disputes

H15.29 Where a DCC Gateway Party wishes to raise a dispute in relation to its request for a DCC Gateway Connection (or the extension of its period of connection or increases or decreases in the bandwidth of its connection, in each case under Section H15.18), then the dispute may be referred to the Panel for determination. Where that Party or

the DCC disagrees with any such determination, then it may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code.

SECTION I: DATA PRIVACY

I1 DATA PROTECTION AND ACCESS TO DATA

Without Prejudice

I1.1 The obligations of the DCC and each User under this Section I1 are without prejudice to any other obligations they each may have under the Relevant Instruments, including any such obligations they each may have concerning Processing of Personal Data.

~~Consumption Data:~~ User Obligations

Consumption Data

I1.2 Each User undertakes that it will not request, in respect of a Smart Metering System, a Communication Service or Local Command Service that will result in it obtaining Consumption Data, unless:

(a) the User has the Appropriate Permission in respect of that Smart Metering System; and

(b) (where that User is not the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) the User has, at the point of obtaining Appropriate Permission and at such intervals as are reasonably determined appropriate by the User for the purposes of ensuring that the Energy Consumer is regularly updated of such matters, notified the Energy Consumer in writing of:

(i) the time periods (by reference to length) in respect of which the User obtains or may obtain Consumption Data;

(ii) the purposes for which that Consumption Data is, or may be, used by the User; and

(iii) the Energy Consumer's right to object or withdraw consent (as the case may be) to the User obtaining or using that Consumption Data, and the process by which the Energy Consumer may object or withdraw

consent.

Service Requests

~~I1.3~~ Each User undertakes that it will ~~neither:~~

~~(a)~~I1.3 not send either a 'Join Service' or 'Unjoin Service' Service Request (respectively to join a Type 2 Device to ~~a~~, or unjoin it from, any Smart Meter or ~~to any~~ Device Associated with a Smart Meter~~; or~~) unless:

(a) the User is the Responsible Supplier for the Smart Meter or Associated Device to which the Service Request is sent; or

(b) the Energy Consumer at the premises at which the Smart Meter is located has given the User explicit consent to join that Type 2 Device to, or unjoin it from (as the case may be), the Smart Meter or Associated Device, and such consent has not been withdrawn.

Access to Records

~~(b)~~I1.4 Each User undertakes that it will not access (pursuant to Section H8.16) or request (pursuant to Section H8.17) the information described in Section H8.16(c), unless:

(a) ~~unless~~ the Energy Consumer at the premises at which the relevant Smart Meter is located has given the User explicit consent to do so and such consent has not been withdrawn~~.~~; and

(b) the information is accessed solely for the purpose of its provision to that Energy Consumer.

Good Industry Practice

~~I1.4~~I1.5 Each User shall put in place and maintain arrangements designed in accordance with Good Industry Practice to ensure that each person from whom it has obtained consent pursuant to Section I1.2 ~~or~~to I1.~~3~~4 is the Energy Consumer.

Processing of Personal Data by the DCC

~~I1.5~~I1.6 It is acknowledged that, in providing the Services to a User, the DCC may act in the capacity of 'data processor' (as defined in the Data Protection Act) on behalf of

that User in respect of the Personal Data for which that User is the 'data controller' (as defined in the Data Protection Act).

~~I1.6~~I1.7 The DCC undertakes for the benefit of each User in respect of the Personal Data for which that User is the 'data controller' (as defined in the Data Protection Act) to:

(a) only Process that Personal Data for the purposes permitted by the DCC Licence and this Code;

(b) undertake the Processing of that Personal Data in accordance with this Code, (to the extent consistent with this Code) the instructions of the User and (subject to the foregoing requirements of this Section I1.~~6~~7(b)) not in a manner that the DCC knows (or should reasonably know) is likely to cause the User to breach its obligations under the Data Protection Act;

(c) implement appropriate technical and organisational measures to protect that Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure (such measures to at least be in accordance with Good Industry Practice and the requirements of Section G (Security));

(d) not Process that Personal Data outside the European Economic Area;

(e) provide reasonable assistance to the User in complying with any subject access request with which the User is obliged to comply under the Data Protection Act and which relates to the Processing of that Personal Data pursuant to this Code;

(f) provide reasonable assistance to the User in complying with any enquiry made, or investigation or assessment initiated, by the Information Commissioner or any other Competent Authority in respect of the Processing of that Personal Data pursuant to this Code;

(g) promptly notify the User in the event that the DCC Processes any of that Personal Data otherwise than in accordance with this Code (including in the event of unauthorised access to such Personal Data);

(h) notify the User of any complaint or subject access request or other request received by the DCC with respect to the Processing of that Personal Data pursuant to this Code, and to do so within 5 Working Days following receipt of the relevant complaint or request; and

(i) notify the User of any a complaint or request relating to the DCC's obligations (if any) under the Data Protection Act in respect of the Processing of that Personal Data pursuant to this Code.

Records

~~I1.7~~I1.8 The DCC and each User will each maintain in accordance with Good Industry Practice all such records and other information as is necessary to enable the DCC and each such User to demonstrate that it is complying with its respective obligations under Sections I1.2 to I1.45 and I1.~~6~~7.

I2 OTHER USER PRIVACY AUDITS

Procurement of the Independent Privacy Auditor

I2.1 The Panel shall procure the provision of privacy audit services:

(a) of the scope specified in Section I2.3;

(b) from a person who:

(i) is suitably qualified, and has the necessary experience and expertise, to provide those services; and

(ii) satisfies the independence requirement specified in Section I2.4,

and that person is referred to in this Section I2 as the "**Independent Privacy Auditor**".

I2.2 Except where the contrary is required by the provisions of Section X (Transition), the Panel may appoint more than one person to carry out the functions of the Independent Privacy Auditor.

Scope of Privacy Audit Services

I2.3 The privacy audit services specified in this Section I2.3 are services in accordance with which, for the purpose of providing reasonable assurance that Other Users are complying with their obligations under Sections I1.2 to I1.4 ~~(Consumption Data:~~ 5 (User Obligations), the Independent Privacy Auditor shall:

(a) carry out Privacy Assessments at such times and in such manner as is provided for in this Section I2;

(b) produce Privacy Assessment Reports in relation to Other Users that have been the subject of a Privacy Assessment;

(c) receive and consider Privacy Assessment Responses;

(d) otherwise, at the request of, and to an extent determined by, the Panel carry out an assessment of the compliance of any Other User with its obligations under Sections I1.2 to I1.45;

(e) provide to the Panel such advice and support as may be requested by it from time to time, including in particular advice in relation to the suitability of any remedial action plan for the purposes of Section M8.4 of the Code (Consequences of an Event of Default);

(f) provide to the Authority such advice and support as it may request in relation to ~~Disputes for~~any disagreements with a decision of the Panel in respect of which the Authority is required to make a determination in accordance with this Section I2; and

(g) undertake such other activities, and do so at such times and in such manner, as may be further provided for in this Section I2.

Independence Requirement

I2.4 The independence requirement specified in this Section I2.4 is that the Independent Privacy Auditor must be independent of each Party and of each service provider from whom that Party may acquire capability for any purpose related to its compliance with its obligations as ~~a~~an Other User under Sections I1.2 to I1.45 (but excluding any provider of corporate assurance services to that Party).

I2.5 For the purposes of Section I2.4, the Independent Privacy Auditor is to be treated as independent of a Party (and of a relevant service provider of that Party) only if:

(a) neither that Party nor any of its subsidiaries (or such a service provider or any of its subsidiaries) holds or acquires any investment by way of shares, securities or other financial rights or interests in the Independent Privacy Auditor;

(b) no director of that Party (or of any such service provider) is or becomes a director or employee of, or holds or acquires any investment by way of shares, securities or other financial rights or interests in, the Independent Privacy Auditor;

(c) the Independent Privacy Auditor does not hold or acquire a participating interest (as defined in section 421A of the Financial Services and Markets Act 2000) in that Party (or in any such service provider); and

(d) the Independent Privacy Auditor is able to demonstrate to the satisfaction of the Panel that it has in place arrangements to ensure that it will at all times act independently of any commercial relationship that it has or may in future have with any Party.

Compliance of the Independent Privacy Auditor

I2.6 The Panel shall be responsible for ensuring that the Independent Privacy Auditor carries out its functions in accordance with the provisions of this Section I2.

Other Users: Duty to Cooperate in Assessment

I2.7 Each Other User shall do all such things as may be reasonably requested by the Panel, or by any person acting on behalf of or at the request of the Panel (including in particular the Independent Privacy Auditor), for the purposes of facilitating an assessment of that Other User's compliance with its obligations under Sections I1.2 to I1.~~4~~5.

I2.8 For the purposes of Section I2.7, an Other User shall provide the Panel (or the relevant person acting on its behalf or at its request) with:

(a) all such Data as may reasonably be requested, within such times and in such format as may reasonably be specified;

(b) all such other forms of cooperation as may reasonably be requested, including in particular:

(i) access at all reasonable times to such parts of the premises of that Other User as are used for, and such persons engaged by that Other User as carry out or are authorised to carry out, any activities related to its compliance with its obligations under Sections I1.2 to I1.45; and

(ii) such cooperation as may reasonably by requested by the Independent Privacy Auditor for the purposes of carrying out any Privacy Assessment in accordance with this Section I2.

Categories of Assessment

I2.9 For the purposes of this Section I2, there shall be the following three categories of

privacy assessment:

(a) a Full Privacy Assessment (as further described in Section I2.10);

(b) a Random Sample Privacy Assessment (as further described in Section I2.11); and

(c) a ~~User~~ Privacy Self-Assessment (as further described in Section I2.12).

I2.10 A "**Full Privacy Assessment**" shall be an assessment carried out by the Independent Privacy Auditor in respect of an Other User to identify the extent to which that Other User:

(a) is compliant with each of its obligations under Sections I1.2 to I1.~~4~~5; and

(b) has in place the systems and processes necessary for ensuring that it complies with each such obligation.

I2.11 A "**Random Sample Privacy Assessment**" shall be an assessment carried out by the Independent Privacy Auditor in respect of an Other User to identify the extent to which the Other User is compliant with each of its obligations under Sections I1.2 to I1.~~4~~5 in relation to a limited (sample) number of Energy Consumers.

I2.12 A "~~User~~ **Privacy Self-Assessment**" shall be an assessment carried out by an Other User to identify the extent to which, since the last occasion on which a Privacy Assessment was carried out in respect of that Other User by the Independent Privacy Auditor, there has been any material change:

(a) in the arrangements that the Other User has in place to comply with its obligations under Sections I1.2 to I1.~~4~~5; or

(b) in the quantity of Consumption Data being obtained by the Other User.

The Privacy Controls Framework

I2.13 The Panel shall develop and maintain a document to be known as the "**Privacy Controls Framework**" which shall:

(a) set out arrangements designed to ensure that Privacy Assessments are carried out appropriately for the purpose of providing reasonable assurance that Other

Users are complying with (or, for the purposes of Section H1.10(d) (User Entry Process Requirements), are capable of complying with) their obligations under Sections I1.2 to I1.45; and

(b) for that purpose, in particular, specify the principles and criteria to be applied in the carrying out of any Privacy Assessment, including principles designed to ensure that Privacy Assessments take place on a consistent basis across all Other Users; and

(c) make provision for determining the timing, frequency and selection of Other Users for the purposes of Random Sample Privacy Assessments.

I2.14 In developing the Privacy Controls Framework, and prior to making any subsequent change to it, the Panel shall consult with and have regard to the views of all Parties, Citizens Advice and Citizens Advice Scotland, and the Authority.

I2.15 The Panel shall ensure that an up to date copy of the Privacy Controls Framework is made available to all Parties and is published on the Website.

Privacy Assessments: General Procedure

Privacy Controls Framework

I2.16 Each Privacy Assessment carried out by the Independent Privacy Auditor or ~~a~~an Other User shall be carried out in accordance with the Privacy Controls Framework.

The Privacy Assessment Report

I2.17 Following the completion of a Full Privacy Assessment or Random Sample Privacy Assessment, the Independent Privacy Auditor shall, in discussion with the Other User to which the assessment relates, produce a written report (a "**Privacy Assessment Report**") which shall:

(a) set out the findings of the Independent Privacy Auditor on all the matters within the scope of the Privacy Assessment;

(b) specify any instances of actual or potential non-compliance of the Other User with its obligations under Sections I1.2 to I1.45 which have been identified by the Independent Privacy Auditor;

(c) set out the evidence which, in the opinion of the Independent Privacy Auditor, establishes each of the instances of actual or potential non-compliance which it has identified.

I2.18 The Independent Privacy Auditor shall submit a copy of each Privacy Assessment Report to the Panel and to the Other User to which that report relates.

The Privacy Assessment Response

I2.19 Following the receipt by any Other User of a Privacy Assessment Report which relates to it, the Other User shall as soon as reasonably practicable, and in any event by no later than such date as the Panel may specify:

(a) produce a written response to that report (a "**Privacy Assessment Response**") which addresses the findings set out in the report; and

(b) submit a copy of that response to the Panel and the Independent Privacy Auditor.

I2.20 Where a Privacy Assessment Report specifies any instance of actual or potential non-compliance of ~~a~~an Other User with its obligations under Sections I1.2 to I1.45, the Other User shall ensure that its Privacy Assessment Response includes the matters referred to in Section I2.21.

I2.21 The matters referred to in this Section are that the Privacy Assessment Response:

(a) indicates whether the Other User accepts the relevant findings of the Independent Privacy Auditor and provides an explanation of the actual or potential non-compliance that has been identified; and

(b) sets out any steps that the Other User proposes to take in order to remedy and/or mitigate the actual or potential non-compliance, and identifies a timetable within which the Other User proposes to take those steps.

I2.22 Where a Privacy Assessment Response sets out any steps that ~~a~~an Other User proposes to take in accordance with Section I2.21(b), the Panel (having considered the advice of the Independent Privacy Auditor) shall review that response and either:

(a) notify the Other User that it accepts that the steps that the Other User proposes

to take, and the timetable within which it proposes to take them, are appropriate to remedy and/or mitigate the actual or potential non-compliance specified in the Privacy Assessment Report; or

(b) seek to agree with the Other User such alternative steps and/or timetable as would, in the opinion of the Panel, be more appropriate for that purpose.

I2.23 Where a Privacy Assessment Response sets out any steps that ~~a~~an Other User proposes to take in accordance with Section I2.21(b), and where those steps and the timetable within which it proposes to take them are accepted by the Panel, or alternative steps and/or an alternative timetable are agreed between it and the Other User in accordance with Section I2.22, the Other User shall:

(a) take the steps that have been accepted or agreed (as the case may be) within the timetable that has been accepted or agreed (as the case may be); and

(b) report to the Panel:

(i) on its progress in taking those steps, at any such intervals or by any such dates as the Panel may specify;

(ii) on the completion of those steps in accordance with the timetable; and

(iii) on any failure to complete any of those steps in accordance with the timetable, specifying the reasons for that failure.

The ~~User~~ Privacy Self-Assessment Report

I2.24 Following the completion of a ~~User~~ Privacy Self-Assessment, the Other User which carried out that self-assessment shall as soon as reasonably practicable produce a written report (a "**~~User~~ Privacy Self-Assessment Report**") which shall set out the findings of the Other User, and describe the nature of any material change, since the last occasion on which a Privacy Assessment was carried out in respect of the Other User by the Independent Privacy Auditor, in respect of:

(a) the arrangements that the Other User has in place to comply with its obligations under Sections I1.2 to I1.4~~4~~5; or

(b) the quantity of Consumption Data being obtained by the Other User.

I2.25 A Other User which produced a ~~User~~ Privacy Self-Assessment Report shall:

(a) ensure that the report is accurate, complete and not misleading; and

(b) submit a copy of the report to the Panel and the Independent Privacy Auditor.

I2.26 Within ~~[X] days~~the period of time specified in the Privacy Controls Framework following the receipt by it of a ~~User~~ Privacy Self-Assessment Report, the Independent Privacy Auditor shall either:

(a) notify the Other User that it accepts that report; or

(b) inform the Other User that it will be subject to an additional Privacy Assessment of such nature by such date as the Panel may specify.

Initial Full Privacy Assessment: User Entry Process

I2.27 Sections I2.29 to I2.34 set out the applicable privacy requirements referred to in Section H1.10(d) (User Entry Process Requirements).

I2.28 For the purposes of Sections I2.29 to I2.34, any reference in Sections I1.2 to I1.~~4~~5 or the preceding provisions of this Section I2 to a 'User' or 'Other User' (or to any related expression which applies to Users), shall be read as including a reference (or otherwise applying) to any Party seeking to become a User by completing the User Entry Process for the User Role of Other User.

Initial Full Privacy Assessment

I2.29 For the purpose of completing the User Entry Process for the User Role of Other User, a Party wishing to act in that User Role shall be subject to a Full Privacy Assessment.

Panel: Setting the Assurance Status

I2.30 Following the receipt by it of the Privacy Assessment Report and Privacy Assessment Response produced after the initial Full Privacy Assessment, the Panel shall promptly consider both documents and set the assurance status of the Party, in relation to its compliance with each of its obligations under Sections I1.2 to I1.~~4~~5, in accordance with Section I2.31.

I2.31 The Panel shall set the assurance status of the Party as one of the following:

(a) approved;

(b) approved, subject to the Party:

(i) taking such steps as it proposes to take in its Privacy Assessment Response in accordance with Section I2.21(b); or

(ii) both taking such steps and being subject to a further Privacy Assessment of such nature and by such date as the Panel may specify;

(c) provisionally approved, subject to:

(i) the Party having first taken such steps as it proposes to take in its Privacy Assessment Response in accordance with Section I2.21(b) and been subject to a further Privacy Assessment; and

(ii) the Panel having determined that it is satisfied, on the evidence of the further Privacy Assessment, that such steps have been taken; or

(d) deferred, subject to:

(i) the Party amending its Privacy Assessment Response to address any issues identified by the Panel as being, in the opinion of the Panel, not adequately addressed in that response as submitted to Panel; and

(ii) the Panel reconsidering the assurance status in accordance with Section I2.30 in the light of such amendments to the Privacy Assessment Response.

Approval

I2.32 For the purposes of Sections H1.10(d) and H1.11 (User Entry Process Requirements):

(a) a Party shall be considered to have successfully demonstrated that it meets the applicable privacy requirements of this Section I2 when:

(i) the Panel has set its assurance status to 'approved' in accordance with either Section I2.31(a) or (b); or

(ii) the Panel has set its assurance status to 'provisionally approved' in accordance with Section I2.31(c) and the requirements specified in that Section have been met; and

(b) the Panel shall notify the Code Administrator as soon as reasonably practicable after the completion of either event described in paragraph (a)(i) or (ii).

Obligations on an Approved Party

I2.33 Where the Panel has set the assurance status of a Party to 'approved' subject to one of the requirements specified in Section I2.31(b), the Party shall take the steps to which that approval is subject.

~~Disputes~~

Disagreement with Panel Decisions

I2.34 Where a Party ~~disputes~~disagrees with any decision made by the Panel in relation to it under Section I2.31, it may appeal that decision to the Authority and the determination of the Authority shall be final and binding for the purposes of the Code.

Privacy Assessments: Post-User Entry Process

I2.35 Following its initial Full Privacy Assessment for the purposes of the User Entry Process, an Other User shall be subject to annual Privacy Assessments as follows:

(a) in the first year after the year of its initial Full Privacy Assessment, to a ~~User~~ Privacy Self-Assessment;

(b) in the immediately following year, to a ~~User~~ Privacy Self-Assessment;

(c) in the next following year, to a Full ~~User~~ Privacy Assessment; and

(d) in each year thereafter, to a category of Privacy Assessment which repeats the same annual sequence as that of paragraphs (a) to (c),

but these requirements shall be subject to the provisions of Section I2.36.

I2.36 An Other User:

(a) may, on the instruction of the Panel, or otherwise in accordance with the

provisions of the Privacy Controls Framework, be subject to a Full Privacy Assessment or Random Sample Privacy Assessment at any time; and

(b) where it is subject to such a Privacy Assessment in a year in which it would otherwise have been required to carry out a ~~User~~ Privacy Self-Assessment in accordance with Section I2.35, shall not be required to carry out that self-assessment in that year.

~~User~~ Privacy Self-Assessment

I2.37 Where, in accordance with the requirements of this Section I2, ~~a~~an Other User is subject to a ~~User~~ Privacy Self-Assessment in any year, that Other User shall:

(a) carry out the ~~User~~ Privacy Self-Assessment during that year; ~~and~~

(b) do so in accordance with the Privacy Controls Framework~~.~~; and

(c) ensure that the outcome of the Privacy Self-Assessment is documented and is submitted to the Independent Privacy Auditor for review by no later than the date which is 13 months after the date of the commencement of the previous Full Privacy Assessment or (if more recent) Privacy Self-Assessment.

Other Users: Obligation to Pay Explicit Charges

I2.38 Each Other User shall pay to the DCC all applicable Charges in respect of:

(a) all Privacy Assessments (other than Random Sample Privacy Assessments) carried out in relation to it by the Independent Privacy Auditor;

(b) the production by the Independent Privacy Auditor of any Privacy Assessment Reports following such assessments; and

(c) all related activities of the Independent Privacy Auditor in respect of that Other User in accordance with this Section ~~G8~~I2.

I2.39 Expenditure incurred in relation to Other Users in respect of the matters described in Section I2.38, and in respect of Random Sample Privacy Assessments, shall be treated as Recoverable Costs in accordance with Section C8 (Panel Costs and Budgets).

I2.40 For the purposes of Section I2.38 the Panel shall, at such times and in respect of such periods as it may (following consultation with the DCC) consider appropriate, notify the DCC of:

(a) the expenditure incurred in respect of the matters described in Section I2.38 that is attributable to individual Other Users, in order to facilitate Explicit Charges designed to pass-through the expenditure to such Other Users pursuant to Section K7 (Determining Explicit Charges); and

(b) any expenditure incurred in respect of:

(i) the matters described in Section I2.38 which cannot reasonably be attributed to an individual Other User; and

(ii) Random Sample Privacy Assessments.

SECTION J: CHARGES

J1 PAYMENT OF CHARGES

Charges

J1.1 Each Party shall pay the Charges to the DCC, which Charges shall be determined in accordance with the Charging Statement applicable from time to time.

Invoicing of Charges

J1.2 Following the end of each month in which one or more Parties incurs Charges in accordance with the Charging Statement, the DCC shall prepare and submit to each such Party one or more invoices or one or more invoices with a separate accompanying statement (in either case, an "**Invoice**") showing:

(a) in respect of all Charges other than the Communications Hub Finance Charges:

(i) the date by which payment is due pursuant to Section J1.5;

(ii) a breakdown (in reasonable detail) of the Charges incurred by that Party in that month;

(iii) subject to Section J1.4, the amount of VAT payable on the above amounts;

(iv) any adjustment required pursuant to Section J1.9; and

(v) the total amount payable by that Party in respect of the above; and

(b) in respect of Communications Hub Finance Charges (such that there is a separate Invoice for the charges relating to each Approved Finance Party):

(i) the date by which payment is due pursuant to Section J1.5;

(ii) a breakdown (in reasonable detail) of the Charges incurred by that Party in that month;

(iii) subject to Section J1.4, the amount of VAT payable on the above amounts;

(iv) any adjustment required pursuant to Section J1.9; and

(v) the total amount payable by that Party in respect of the above.

J1.3 The DCC is not obliged to issue an Invoice to a Party in respect of a month under Section J1.2 where the aggregate Charges incurred by that Party in respect of that month are less than ~~£25~~the Minimum Monthly Charge (inclusive of VAT). Where the DCC opts not to issue an Invoice to Party in respect of a month in reliance on this Section J1.3, the DCC shall carry forward the Charges incurred in respect of that month and aggregate them with the Charges incurred by that Party in respect of the following month for the purposes of Section J1.2. Notwithstanding the other provisions of this Section J1.3, the DCC must, in respect of each Party that has incurred Charges in respect of a Regulatory Year, issue at least one Invoice to that Party in respect of that Regulatory Year.

J1.4 The Charges stated in each Invoice shall be stated exclusive of VAT, which shall be added if appropriate at the rate prevailing at the relevant tax point. A Party shall only be required to pay VAT where the DCC provides an appropriate VAT invoice.

Payment of Charges

J1.5 Each Party shall pay the amount set out in an Invoice issued to it by the DCC by the "**Due Date**" for payment; being the later of:

(a) 5 Working Days following receipt of such invoice; and

(b) 8 Working Days following the end of the month to which such invoice relates.

J1.6 Without prejudice to a Party's right to dispute the Charges in accordance with Section J2 (Payment Default and Disputes), each Party shall pay the amount set out in each Invoice addressed to it by the Due Date for such payment regardless of any such dispute. Nevertheless, where the DCC agrees that an Invoice contains a manifest error, the DCC shall cancel that Invoice (which will not therefore be payable) and promptly issue a replacement Invoice.

J1.7 Payments shall be made in pounds sterling by transfer of funds to the credit of the account specified in the Invoice, and shall not be deemed to be made until the amount is available as cleared funds. Each payment shall identify within its reference the Invoice number to which that payment relates. The paying Party shall be responsible for all banking fees associated with the transfer of funds. The DCC shall specify a different account for amounts payable by way of the Communications Hub Finance Charges relating to each Approved Finance Party (separately from amounts payable in relation to each other Approved Finance Party and/or all other Charges). The accounts specified by the DCC for the purposes of amounts payable by way the Communications Hub Finance Charges may be accounts held in the name of the relevant Approved Finance Party.

Estimation of Charges

J1.8 If any information that the DCC requires in order to prepare an Invoice is not available at the time that Invoice is prepared, then the DCC may prepare that Invoice based on its reasonable estimate of that information.

Adjustment of Charges

J1.9 Where:

(a) the DCC prepared an Invoice based on its estimate of any information, and the actual information subsequently becomes available to the DCC;

(b) there is a change to the information used by the DCC to prepare an Invoice (including following a reconciliation or amendment of Registration Data); or

(c) it is agreed (or determined), in accordance with Section J2.4 (Resolution of Payment Default), that there was an error in an Invoice,

then the DCC shall include an adjustment in the next Invoice for the relevant Party to be produced thereafter (or, where no Invoice is due to be produced, the DCC shall produce a separate Invoice for such purpose).

J1.10 Each adjustment to be included pursuant to Section J1.9 shall be:

(a) the difference between the amount included in the previous Invoice, and the

amount that should have been included (being, as applicable, either an additional amount payable to the DCC, or a credit in favour of the relevant Party); plus

(b) interest on the amount of such difference calculated from day-to-day from the Due Date of the previous Invoice to (but excluding) the Due Date of the Invoice in which such adjustment is to be included (compounded monthly).

Interest Rate

J1.11 The interest rate applying for the purposes of Section J1.10 shall be the Non-Default Interest Rate.

Further Supporting Information

J1.12 The DCC shall, where requested by a Party, provide such additional information as that Party may reasonably request regarding the calculation of the Charges payable by that Party.

J2 PAYMENT DEFAULT AND DISPUTES

Notification of Payment Failure

J2.1 Where a Party fails to pay an amount set out in an Invoice by the relevant Due Date, then the DCC shall, on the Working Day following the Due Date, issue a notice to that Party:

(a) setting out the unpaid amount; and

(b) referring to the matters set out in Sections J2.2, J2.4, J2.5, J3.16 (where applicable), and M8.1(d) (Events of Default).

Default Interest

J2.2 Where a Party fails to pay an amount set out in an Invoice by the relevant Due Date, then that Party shall pay interest on that amount at the Default Interest Rate calculated from day-to-day from the Due Date to (but excluding) the date on which payment is made (compounded monthly).

Notification of Payment Disputes

J2.3 Where a Party wishes to dispute any amount set out in an Invoice addressed to it, then that Party shall nevertheless pay the full amount set out in the Invoice by the Due Date, and shall give notice to the DCC of the disputed amount and the reason for the dispute. A Party may not give notice under this Section J2.3 (or otherwise dispute an amount set out in an Invoice) more than 12 months after the Due Date for that Invoice.

Resolution of Payment Disputes

J2.4 Where a Party disputes, in accordance with Section J2.3, any amount set out in an Invoice addressed to it, then:

(a) such Party and the DCC shall each in good faith negotiate to resolve the dispute amicably and as soon as reasonably practicable after it arises;

(b) the DCC shall provide all such evidence in support of its position as the disputing Party may reasonably request, and the DCC shall provide such

evidence within 5 Working Days after such request;

(c) no earlier than 1 Working Day after receipt from the DCC of the information requested under Section J2.4(b) (or, where the DCC does not comply with such request, on the expiry of the period referred to in that Section), the disputing Party may refer the dispute to the Panel, in which case each of the DCC and the disputing Party shall be entitled to provide written submissions in support of its position;

(d) where a dispute is referred to the Panel in accordance with Section J2.4(c), the Panel shall convene a meeting and determine the dispute within 10 Working Days of the reference being made (to which meeting representatives of the disputing Party and the DCC may be invited in accordance with Section C (Governance)); and

(e) where the Panel determines that there has been an overpayment to the DCC, the DCC shall include an adjustment in accordance with Section J1.9(c) to address such overpayment (or comply with any direction of the Panel to repay the relevant amount together with interest at the rate that would have applied had the adjustment been made in accordance with Section J1.9(c)).

J2.5 Section J2.4, and any determination by the Panel pursuant thereto, are without prejudice to the following rights of the Parties:

(a) where the amount set out in an Invoice addressed to a Party is disputed on the grounds of whether or not the Charges were calculated and levied in accordance with the Charging Methodology and the Charging Statement, then either of that Party or the DCC may refer the matter to the Authority for determination pursuant to Condition 20 of the DCC Licence; or

(b) where the amount set out in an Invoice addressed to a Party is disputed on any other grounds, then either of that Party or the DCC may refer the matter to arbitration in accordance with Section M7 (Dispute Resolution).

Pursuing Non-Payment

J2.6 Where the DCC has served a notice in accordance with Section J2.1 in respect of

Charges payable by a Party, and such Charges have not been paid within three (3) Working Days following that notice, the DCC shall:

(a) as required by Section M8.2 (Notification of Events of Default), notify the Panel that an Event of Default has occurred in respect of that Party under Section M8.1(d); and

(b) the DCC shall take all reasonable steps and proceedings (in consultation with the Panel) to pursue and recover the unpaid amount (together with interest), unless and until the Panel (whether on the application of the DCC or otherwise) determines that it would not be worthwhile to do so in the circumstances (having regard to, amongst other things, the DCC's duties under part D of Condition 11 of the DCC Licence).

J2.7 Any Party may appeal the decision of the Panel under Section J2.6 to the Authority, and the DCC shall comply with any decision of the Authority in respect of such matter (which shall be final and binding, but without prejudice to the Panel's ability to make a further decision under Section J2.6 following a material change in circumstances).

Records

J2.8 Without prejudice to any other requirements under Laws or Directives, the DCC shall maintain records of each Invoice (together with reasonable supporting evidence for the Charges levied in the Invoice) for a period of at least 18 months following the date of the Invoice.

J3 CREDIT COVER

Obligation to Provide Credit Support

J3.1 Each Party shall procure that one or more of the following forms of Credit Support is delivered to the DCC, and thereafter maintained, such that the aggregate value of such Credit Support is equal to or greater than that Party's Credit Cover Requirement (as notified by the DCC to the Party from time to time):

(a) a Bank Guarantee;

(b) a Letter of Credit; and/or

(c) a Cash Deposit.

Calculation of Credit Cover Requirement

J3.2 The DCC shall calculate each Party's "**Credit Cover Requirement**" from time to time (and at least once a week) as follows:

(a) the Party's Value at Risk; multiplied by

(b) the Party's Credit Cover Factor,

provided that, where a Party's Credit Cover Requirement would otherwise be ~~£2,000~~equal to or less than the Credit Cover Threshold, the Party's Credit Cover Requirement shall be deemed to be zero. Except where the Party's Credit Cover Requirement is zero (or deemed to be zero), the DCC shall notify each Party of the Credit Cover Requirement calculated in respect of that Party (and of the Value at Risk and Credit Cover Factor used in that calculation).

Party's Value at Risk

J3.3 Each Party's "**Value at Risk**" shall be calculated as the sum of:

(a) the Charges (inclusive of VAT) set out in Invoices addressed to, but not yet paid by, the Party; plus

(b) the Charges (inclusive of VAT) that the DCC reasonably estimates are likely to be incurred by the Party in the period until the next Invoice for that Party is

due to be produced by the DCC.

Party's Credit Cover Factor

J3.4 Each Party's "**Credit Cover Factor**" shall be determined in accordance with Section J3.5, J3.6 or J3.7 (as applicable); provided that, where a Party has failed to pay the Charges set out in an Invoice by the Due Date on 3 or more occasions during the 12 months preceding the date on which the Credit Cover Factor is being determined, then the Party's Credit Cover Factor shall be 100%.

J3.5 Where a Party has one or more Recognised Credit Ratings, the Party's Credit Cover Factor shall be determined on the basis of that Recognised Credit Rating from time to time as follows (based, where the Party has more than one such rating, on the lower of the ratings):

DBRS		Moody's		Fitch		Standard and Poor's		Credit Cover Factor (%)
Long-Term	Short-Term	Long-Term	Short-Term	Long-Term	Short-Term	Long-Term	Short-Term	
AAA	R-1 H	Aaa	P-1	AAA	F1+	AAA	A-1+	**0**
AA (high)	R-1 H	Aa1	P-1	AA+	F1+	AA+	A-1+	**0**
AA	R-1 M	Aa2	P-1	AA	F1+	AA	A-1+	**0**
AA (low)	R-1 M	Aa2	P-1	AA-	F1+	AA-	A-1+	**0**
A (high)	R-1 L	A1	P-1	A+	F1	A+	A-1	**0**
A	R-1 L	A2	P-1	A	F1	A	A-1	**0**
A (low)	R-1 L	A3	P-2	A-	F2	A-	A-2	**0**
BBB (high)	R-2 H	Baa1	P-2	BBB+	F2	BBB+	A-2	**50**
BBB	R-2 M	Baa2	P-3	BBB	F3	BBB	A-3	**50**
BBB (low)	R-2 L	Baa3	P-3	BBB–	F3	BBB–	A-3	**50**
lower	lower	lower	lower	lower	lower	lower	lower	**100**

J3.6 Where a Party's obligations are guaranteed by a Parent Company Guarantee, and where the provider of that Parent Company Guarantee has a Recognised Credit Rating, the Party's Credit Cover Factor shall be determined in accordance with Section J3.5; save that:

(a) Section J3.5 shall apply on the basis of the Recognised Credit Rating of the guarantor under the Parent Company Guarantee (rather than of the Party); and

(b) where the Parent Company Guarantee is capped at an amount lower than the Party's Value at Risk, then the Party's Credit Cover Factor shall be the weighted average of the amounts determined under Sections J3.6(a) and either (as applicable) J3.5 or J3.7(a) (such average to be weighted by reference to the

Parent Company Guarantee cap and the amount by which the Party's Value at Risk exceeds such cap).

J3.7 To the extent that neither Section J3.5 nor J3.6 applies to a Party, the Party's Credit Cover Factor shall be determined:

(a) where a Party's obligations are not guaranteed by a Parent Company Guarantee, on the basis of the Party's Credit Assessment Score;

(b) where a Party's obligations are guaranteed by a Parent Company Guarantee and that guarantee is capped at an amount higher than the Party's Value at Risk, on the basis of the guarantor's Credit Assessment Score; or

(c) where a Party's obligations are guaranteed by a Parent Company Guarantee and that guarantee is capped at an amount lower than the Party's Value at Risk, on the basis of the weighted average of the Party's Credit Assessment Score and the guarantor's Credit Assessment Score (weighted by reference to the Parent Company Guarantee cap and the amount by which the Party's Value at Risk exceeds such cap).

J3.8 For the purposes of Section J3.7, the Party's (and/or its guarantor's) "**Credit Assessment Score**" shall be determined in accordance with the table set out below (subject to Section J3.9(d)):

Check It (ICC) Credit Score Report	**Dunn & Bradstreet / N2 Check Comprehensive Report**	**Equifax**	**Experian Bronze, Silver or Gold Report**	**Graydons Level 1, Level 2, or Level 3 Report**	**Credit Cover Factor (%)**
95-100	5A1/	A+	95-100	1A	**50**
90-94	5A2/4A1	A /A-	90-94	1B/2A	**60**
80-89	5A3/4A2/3A1	B+	80-89	1C/2B/3A	**70**
70-79	4A3/3A2/2A1	B/B-	70-79	2C/3B/4A	**80**
60-69	3A3/2A2/1A1	C+	60-69	3C/4B/5A	**90**
50-59	2A3/1A2/A1	C/C-	50-59	4C/5B/6A	**100**
40-49	1A3/A2/B1	D+	40-49	5C/6B/7A	**100**
30-39	A3/B2/C1	D/D-	30-39	6C/7B/8A	**100**
20-29	B3/C2/D1	E+	20-29	8B	**100**
10-19	C3/D2/E1	E/E-	10-19	8C	**100**
Below 10	Below E1	Below E-	Below 10	Below 8C	**100**

J3.9 Where Section J3.7 applies to a Party:

(a) the cost of obtaining the Credit Assessment Score in respect of that Party

(and/or its guarantor) shall be met by the Party;

(b) a revised Credit Assessment Score in respect of that Party (and/or its guarantor) shall be obtained as often as the Party reasonably requires and at least once every 12 months;

(c) where no valid Credit Assessment Score exists in respect of a Party (or its guarantor) the Party's Credit Cover Factor shall be deemed to be 100%; and

(d) where the Party's Value at Risk (and/or the guarantor's Parent Company Guarantee cap) exceeds the recommended exposure limit associated with its Credit Assessment Score, its Credit Assessment Score shall be the weighted average of the Credit Assessment Score that would otherwise have applied and 100% (weighted by reference to the recommended exposure limit, and the amount by which the Vale at Risk (or Parent Company Guarantee cap) exceeds such limit).

Increase or Decrease in Credit Cover Requirement

J3.10 On notifying a Party of its Credit Cover Requirement pursuant to Section J3.2, the DCC shall also specify the value of the Credit Support provided to the DCC on behalf of the Party at that time. Where the value of the Credit Support is less than the Party's Credit Cover Requirement, the Party shall, within two Working Days after receipt of such notification, procure that additional Credit Support is provided to the DCC on the Party's behalf so that the aggregate value of all such Credit Support is equal to or greater than the Party's Credit Cover Requirement.

J3.11 The DCC shall, within five Working Days after a request from a Party to do so, return that Party's Credit Support (or any part of it) to that Party; provided that the DCC shall never be obliged to return Credit Support to the extent that such return would reduce the aggregate value of the Party's Credit Support below the Party Credit Cover Requirement.

J3.12 Additions and reductions in Credit Support pursuant to Section J3.10 and J3.11 may (without limitation) be achieved by amending the terms of existing Credit Support or exchanging Credit Support.

J3.13 For the avoidance of doubt, where a Bank Guarantee, Letter of Credit or Parent Company Guarantee provided on behalf of a Party ceases to satisfy the requirements of the definitions of Bank Guarantee, Letter of Credit or Parent Company Guarantee (respectively), then the value of such Credit Support or of the Party's Credit Cover Factor (as applicable) shall be calculated as if no such document had been provided (and the DCC shall return such document to the Party within 5 Working Days after a request to do so).

Breach of Credit Cover Obligations

J3.14 Where a Party fails to procure that Credit Support (or additional Credit Support) is provided to the DCC on the Party's behalf in accordance with this Section J3, then the DCC shall issue a notice to that Party:

(a) setting out that fact; and

(b) referring to the matters set out in Section M8.1(e) (Events of Default).

Disputes

J3.15 Where a Party disputes the amount of Credit Support requested of it pursuant to this Section J3, that Party shall nevertheless procure that such amount of Credit Support is provided to the DCC, pending resolution of such dispute. In the case of such a dispute:

(a) such Party and the DCC shall each in good faith negotiate to resolve the dispute amicably and as soon as reasonably practicable after it arises;

(b) the DCC shall provide all such evidence in support of its position as the disputing Party may reasonably request, and the DCC shall provide such evidence within 5 Working Days after such request;

(c) no earlier than 1 Working Day after receipt from the DCC of the information requested under Section J3.15(b) (or, where the DCC does not comply with such request, on the expiry of the period referred to in that Section), the disputing Party may refer the dispute to the Panel, in which case each of the DCC and the disputing Party shall be entitled to provide written submissions in support of its position;

(d) where a dispute is referred to the Panel in accordance with Section J3.15(c), the Panel shall convene a meeting and determine the dispute within 10 Working Days of the reference being made (to which meeting representatives of the disputing Party and the DCC may be invited in accordance with Section C (Governance)); and

(e) the disputing Party and the DCC shall each give effect to any determination of the Panel pursuant to this Section J3.15, which shall be final and binding for the purposes of this Code.

Use of Credit Support

J3.16 Where a Party fails to pay the Charges set out in an Invoice addressed to that Party by the Due Date for that Invoice, and where the DCC has issued a notice to that Party pursuant to Section J2.1 (Notification of Payment Failure), the DCC shall (in addition to any other remedies available to it) on the Working Day following service of such notice:

(a) claim an amount equal to the unpaid Charges plus interest (or, if lower, as much as is available to be claimed) under any Bank Guarantee or Letter of Credit provided on behalf of that Party;

(b) remove an amount equal to the unpaid Charges plus interest (or, if lower, as much as is available to be removed) from any Cash Deposit account; or

(c) undertake a combination of the above in respect of a total amount equal to the unpaid Charges plus interest (or, if lower, as much as is available to be claimed or removed).

J3.17 The DCC shall notify the Party as soon as reasonably practicable after the DCC takes any action pursuant to Section J3.16.

J3.18 The DCC shall only exercise its rights in respect of a Party's Credit Support in accordance with Section J3.16.

J3.19 Any amount received by the DCC pursuant to the exercise of its rights in respect of a Party's Credit Support shall discharge the Party's payment obligations to the extent of the amount so received, and reduce the value of the Credit Support to the same extent.

Cash Deposit

J3.20 Interest that accrues on the funds deposited in a Cash Deposit account shall be added to and form part of such deposit.

J3.21 It is agreed that all right, title and interest in and to the Cash Deposit vests in the DCC absolutely free and clear of any liens, claims, charges, encumbrances or other security interests (but without prejudice to the DCC's obligation to return an equivalent amount of money to the Party subject to and in accordance with Section J3.11).

Letters of Credit and Bank Guarantees

J3.22 Where a Party has procured that Credit Support is delivered to the DCC in the form of a Letter of Credit or Bank Guarantee, and where that Letter of Credit or Bank Guarantee has 20 Working Days or less left until it expires, the DCC shall give notice of that fact to the Party (which notice must refer to the matters set out in Section J3.23).

J3.23 Where the DCC has given notice to a Party pursuant to Section J3.22, and where the Party has not (within 10 Working Days after such notice) procured that replacement Credit Support of equivalent value is provided to the DCC (to take effect on or before expiry of the current Letter of Credit or Bank Guarantee), then the DCC shall:

(a) prior to the expiry of the Letter of Credit or Bank Guarantee, claim the entire undrawn value of the Letter of Credit or Bank Guarantee; and

(b) hold any amount so claimed as if it had been paid to the DCC as a Cash Deposit.

J4 REVIEW AND FORECASTING OF CHARGES

Review of Charges

J4.1 The Charges payable from time to time are set out in the Charging Statement applicable at that time.

J4.2 The DCC shall only amend the Charges from time to time in accordance with the DCC Licence. The DCC shall only amend the Charges once in each calendar year, such amendments to have effect from the start of each Regulatory Year (save for amendments permitted or required in accordance with Condition 19.11 of the DCC Licence). This Section J4.2 is without prejudice to the requirements of Condition 19 of the DCC Licence, and (unless the Authority gives consent under Condition 19.10 of the DCC Licence) the DCC shall give notice of any proposed changes to Parties pursuant to Condition 19.9 of the DCC Licence.

Indicative Charging Statements

J4.3 Within the first five Working Days of April, July, October and January in each year, the DCC shall create and publish on the DCC Website an indicative Charging Statement for the first Regulatory Year due to start thereafter, setting out indicative Charges for that Regulatory Year based on the information available to the DCC at the start of the month of publication.

Indicative Budgets

J4.4 Within the first five Working Days of April, July, October and January in each year, the DCC shall create and publish on the DCC Website a budget for the second and third Regulatory Years due to start thereafter, setting out indicative figures for each such Regulatory Year based on the information available to the DCC at the start of the month of publication.

J4.5 Each such budget will contain indicative values for the following (as each such expression is defined in the Charging Methodology):

Acronym	Name
EAR_t	Estimated Allowed Revenue
EFR_t	Estimated Fixed Revenue
$EESR_t$	Estimated Elective Services Revenue

Acronym	Name
$EECR_t$	Estimated Explicit Charges Revenue
NFR_t	National Fixed Revenue
RFR_{rt}	Regional Fixed Revenue
EC_{it}	Explicit Charge for each Explicit Charging Metric
$RCHR_{rt}$	Regional Communications Hub Revenue

Working Model

J4.6 The DCC shall publish a working model which allows Parties to estimate their indicative Charges based on their view of input data relevant under the Charging Methodology, and which allows Parties to test potential modifications to the Charging Methodology. The DCC shall publish such model in an open-access or off-the-shelf software format, and hereby authorises the Parties to use and modify the model for the purposes set out in this Section J4.6 (subject to the relevant software licence). Such model shall not form part of the Charging Methodology.

Invoicing Timetable

J4.7 The DCC shall, from time to time, publish an indicative timetable of the dates on which the DCC intends to submit invoices pursuant to Section J1.2.

Minimum Monthly Charge and Credit Cover Threshold

J4.8 The DCC shall publish, with the indicative Charging Statement published in January and with the actual Charging Statement for each Regulatory Year, the values of the Minimum Monthly Charge and the Credit Cover Threshold for that Regulatory Year.

SECTION K: CHARGING METHODOLOGY

K1 INTRODUCTION

K1.1 This Section K constitutes the Charging Methodology that the DCC is required to have in force in accordance with the DCC Licence.

K1.2 The Charges payable to the DCC by the other Parties from time to time are those Charges set out in the Charging Statement at that time, which are payable in accordance with Section J.

K1.3 The DCC is obliged under the DCC Licence to prepare the Charging Statement in accordance with this Charging Methodology.

K1.4 This Charging Methodology is subject to modification in accordance with Section D (Modification Process), by reference to the Charging Objectives. This Section K is included in this Code in order to allow for such modification. This Section K is not intended to, and does not, create any contractual obligations between the Parties.

K1.5 This Charging Methodology provides for Fixed Charges, Fixed CH Charges, Explicit Charges and Elective Charges. The methodology for calculating Fixed Charges differs before, during, and after the UITMR Period (as set out in Sections K4, K5 and K6 respectively).

K1.6 The DCC shall act reasonably and in a manner consistent with the Charging Objectives in undertaking all calculations and estimations required pursuant to this Charging Methodology.

K1.7 The expressions used in this Charging Methodology shall have the meanings given to them in Section K11.

K2 ESTIMATED REVENUES

Estimated Allowed Revenue

K2.1 In respect of each Regulatory Year, the DCC shall estimate the Allowed Revenue for that Regulatory Year. Such estimate for each Regulatory Year shall be the "**Estimated Allowed Revenue**" for that Regulatory Year.

Estimated Elective Service Revenue

K2.2 In respect of each Regulatory Year, the DCC shall estimate the amount that will be payable to it in respect of the provision of Elective Communication Services during that Regulatory Year. Such estimation shall be based on the Charges payable under the relevant Bilateral Agreements, the DCC's estimate of the frequency at which the DCC will provide such Services (to the extent such Charges are payable on that basis), and any other relevant factors.

K2.3 The DCC's estimate in accordance with paragraph K2.2 for each Regulatory Year shall be the "**Estimated Elective Service Revenue**" for that Regulatory Year.

Estimated Explicit Charges Revenue

K2.4 In respect of each Regulatory Year, the DCC shall estimate the amount that will be payable to it in respect of the Explicit Charging Metrics during that Regulatory Year, based on the Explicit Charges (calculated in accordance with Section K7) and the DCC's estimate of the frequency at which the Explicit Charging Metrics will occur during that year.

K2.5 The DCC's estimate in accordance with paragraph K2.4 for each Regulatory Year shall be the "**Estimated Explicit Charges Revenue**" for that Regulatory Year.

Estimated Fixed Revenue

K2.6 In respect of each Regulatory Year (t), the "**Estimated Fixed Revenue**" shall be calculated as follows:

$$EFR_t = EAR_t - EESR_t - EECR_t$$

Where:

EFR_t = the Estimated Fixed Revenue for the Regulatory Year t

EAR_t = the Estimated Allowed Revenue for the Regulatory Year t

$EESR_t$ = the Estimated Elective Services Revenue for the Regulatory Year t

$EECR_t$ = the Estimated Explicit Charges Revenue for the Regulatory Year t.

K3 FIXED CHARGE AND FIXED CH CHARGE CALCULATIONS

Introduction

K3.1 The DCC will determine the Fixed Charges and the Fixed CH Charges for each Regulatory Year using the Estimated Fixed Revenue determined in accordance with Section K2, which is to be translated into:

(a) Fixed Charges in accordance with Section K4, K5 or K6 (depending upon whether the Regulatory Year occurs before, during or after the UITMR Period); and

(b) Fixed CH Charges in accordance with Section K6A (which are payable in respect of Smart Metering Systems).

K3.2 The Fixed Charges are payable in respect of:

(a) prior to the UITMR Period, Mandated Smart Metering Systems for Domestic Premises;

(b) during the UITMR Period, Mandated Smart Metering Systems for Domestic Premises and Enrolled Smart Metering Systems for Designated Premises; and

(c) after the UITMR Period, Enrolled Smart Metering Systems (whether for Domestic Premises or Designated Premises),

and each reference in this Section K3 (or in the definitions of defined terms used directly or indirectly in this Section K3) to '**Smart Metering Systems**' shall accordingly be construed as a reference to Mandated Smart Metering Systems or Enrolled Smart Metering Systems (as applicable).

K3.3 As further described in this Section K3, the Fixed Charges potentially differ so as to distinguish between Smart Metering Systems for Domestic Premises and for Non-Domestic Premises, between Smart Metering Systems in different Regions, and between persons within different Charging Groups.

Domestic or Non-Domestic Premises

K3.4 The Charging Objectives require the DCC to impose Charges in respect of Smart

Metering Systems for Domestic Premises that do not distinguish (whether directly or indirectly) between Domestic Premises located in different parts of Great Britain. Consistent with the Charging Objectives, the methodology provides for different means of calculating the Fixed Charges and Fixed CH Charges depending upon whether a Smart Metering System is for Domestic Premises or for Non-Domestic Premises. The DCC shall estimate the numbers of Domestic Premises and Non-Domestic Premises based on Registration Data (using profile class in the case of Smart Metering Systems associated with an MPAN and market sector code in the case of Smart Metering Systems associated with an MPRN, or some other sensible proxy to the extent that the Registration Data does not readily identify whether a premises is a Domestic Premises and Non-Domestic Premises).

Cost-reflectivity

K3.5 One of the Charging Objectives is that the Charges are cost reflective (insofar as reasonably practicable in the circumstances of the case, having regard to the cost of implementing the methodology and subject to the objective referred to in Section K3.4). Consistent with the Charging Objectives, the methodology provides (subject to Section K3.4) for:

(a) the Fixed Charges in respect of a Smart Metering System to be set proportionately to the costs and expenses of providing the Services (other than the Communications Hub Services, the Elective Communication Services and the Explicit Charging Metrics) in respect of that Smart Metering System by Region and Charging Group; and

(b) the Fixed CH Charges in respect of a Smart Metering System to be set proportionately to the costs and expenses of providing the Communications Hub Services (other than the Explicit Charging Metrics) in respect of that Smart Metering System by Region and Charging Group,

in each case as set out in the remainder of this Section K3.

Regions

K3.6 The costs and expenses of providing the Services (ignoring the Elective Communication Services and ignoring the costs and expenses designed to be

recovered pursuant to the Explicit Charges) in respect of a Smart Metering System for a premises may vary depending upon the Region in which such premises is located. For the reasons described in Section K3.4, the Fixed Charges and Fixed CH Charges in respect of Smart Metering Systems for Domestic Premises will not differ by Region, but those in respect of Smart Metering Systems for Non-Domestic Premises may.

K3.7 For the reasons described in Section K3.5 and K3.6, the DCC must split the Estimated Fixed Revenue for Regulatory Year (t) between revenue that should be recovered on a uniform basis across all the Regions (the **National Fixed Revenue**) and revenue that should be recovered on a basis that differentiates between Regions (for each Region, the **Regional Fixed Revenue**). Whilst Fixed Charges and Fixed CH Charges in respect of Domestic Premises will not ultimately vary by Region, in order to determine the regional charges to apply in respect of Non-Domestic Premises, the DCC must first apportion the entirety of the Estimated Fixed Revenue between those costs which do and those which do not vary by Region (initially disregarding the fact that charges in respect of Domestic Premises will ultimately be recovered on a uniform basis). For these purposes, the DCC shall apportion the Estimated Fixed Revenue between:

(a) the National Fixed Revenue and the Regional Fixed Revenue for each Region so as to reflect the relative proportion of the cost and expenses that the DCC incurs across all Regions or in particular Regions in providing the Services (ignoring the Communications Hub Services and the Elective Communication Services and ignoring the costs and expenses designed to be recovered pursuant to the Explicit Charges); and

(b) the Regional Communications Hub Revenue for each Region so as to reflect the cost and expenses that the DCC incurs in providing the Communications Hub Services in that Region (ignoring the costs and expenses designed to be recovered pursuant to the Explicit Charges),

in each case, so that any revenue restriction correction factor adjustment contained within the Estimated Fixed Revenue is apportioned between (a) or (b) above on the

basis of the extent to which it arose in relation to the Services other than the Communications Hub Services or the Communications Hub Services (respectively).

K3.8 The apportionment described in Section K3.7 shall be such that:

$$EFR_t = NFR_t + \sum_{\forall r} RFR_{rt} + \sum_{\forall r} RCHR_{rt}$$

Where:

EFR_t = the Estimated Fixed Revenue (estimated in accordance with Section K2) for Regulatory Year (t).

NFR_t = the National Fixed Revenue (estimated in accordance with Section K3.7) for Regulatory Year (t).

RFR_{rt} = the Regional Fixed Revenue (estimated in accordance with Section K3.7) within each Region (r) for Regulatory Year (t).

$RCHR_{rt}$ = the Regional Communications Hub Revenue (estimated in accordance with Section K3.7) within each Region (r) for Regulatory Year (t).

Charging Groups

K3.9 The methodology recognises the following five categories for Smart Metering Systems. The Fixed Charges are payable by ~~Users~~Parties in all five categories (each a **Charging Group**). The Fixed CH Charges are payable by ~~Users~~Parties in only the first three categories (each a **CH Charging Group**):

(a) the Import Suppliers (**Charging Group g1**);

(b) the Export Suppliers (**Charging Group g2**);

(c) the Gas Suppliers (**Charging Group g3**);

(d) the Electricity Distributors (**Charging Group g4**); and

(e) the Gas Transporters (**Charging Group g5**).

Application of Charging Group Weighting Factors

K3.10 For the reasons described in Section K3.5, the Fixed Charges and Fixed CH Charges payable by each Charging Group may need to differ. This is achieved through the Charging Group Weighting Factors.

K3.11 The Charging Group Weighting Factors are designed:

(a) to reflect the relative proportion of the costs and expenses likely to be incurred by the DCC in providing the Services (ignoring the Elective Communication Services and ignoring the costs and expenses designed to be recovered pursuant to the Explicit Charges) to the persons in each Charging Group;

(b) to specify the ratio of the costs and expenses to be incurred in respect of each Smart Metering System (without regard to the number of Smart Metering Systems); and

(c) so that the sum of the Charging Group Weighting Factors shall be equal to one (1).

K3.12 For Fixed Charges, the "**Charging Group Weighting Factors**" to apply to each Charging Group in respect of each Regulatory Year are to be determined by the DCC in accordance with Section K3.11, and set out in the Charging Statement for that Regulatory Year. The DCC shall make such determination based on its estimate of the demand of persons within each Charging Group for each of the Services other than the Elective Communication Services. Prior to the start of the UITMR Period, such estimates of demand will be based on assumptions for the Regulatory Year starting on 1st April 2021. Once data on usage becomes available the estimates will be determined as the average of the previous two full Regulatory Years of actual data plus the DCC's forecasts for the two Regulatory Years ahead.

K3.13 For Fixed CH Charges, the "**CH Charging Group Weighting Factors**" to apply to each CH Charging Group in respect of each Regulatory Year are to be determined by the DCC on the basis of the relative proportion of their Charging Group Weighting Factors, such that:

$$\beta_{gt} = \frac{\alpha_{gt}}{\sum_{g=1\ldots3} \alpha_{gt}}$$

Where:

β_{gt} = the CH Charging Group Weighting Factor for applicable to Regulatory Year (t) and each Charging Group (g)

α_{gt} = the Charging Group Weighting Factor applicable to Regulatory Year (t) and each Charging Group (g).

Description of Approach to Determining Fixed Charges for Smart Metering Systems for Domestic Premises during and after the UITMR Period

K3.14 In the case of the methodology applying during and after the UITMR Period, the approach to determining the Fixed Charges payable in respect of Smart Metering Systems for Domestic Premises is as set out in Section K5.5 and K6.4 (respectively). The approach to determining the Fixed CH Charges payable in respect of Smart Metering Systems for Domestic Premises is as set out in Section K6A.4. However, to assist Parties in understanding those Sections, the approach is described in generic terms below:

(a) the first part of the equation determines an amount that would be recovered in total in respect of all Smart Metering Systems for Domestic Premises across all Regions and Charging Groups were the charges to be calculated in the same manner as those for Smart Metering Systems for Non-Domestic Premises; and

(b) the second part of the equation is then used to pro-rate this total amount on a non-geographic basis across all persons in each Charging Group. This results in the required uniform charge for each Charging Group in respect of Smart Metering Systems for Domestic Premises, and provides the same aggregate revenue for DCC as would have been derived from the same number of Smart Metering Systems for Non-Domestic Premises at the same locations.

Determining Fixed CH Charges

K3.15 In determining the Fixed CH Charges, the DCC shall calculate its cost-reflective charging under Section K3.7 on the basis of the cost of a Standard Communications Hub.

K3.16 In determining the Fixed CH Charges, the DCC shall have regard to the need, for the purposes of making a prudent estimate in accordance with Condition 36.5 of the DCC Licence, to provide for the availability at all times of a contingency fund in respect of the Communications Hub Finance Charges relating to each Communications Hub Finance Facility that is equal to the DCC's estimate of three months of the Communications Hub Finance Costs relating to that facility.

K3.17 No Explicit Charge applies in the event that a Communications Hub is Withdrawn. Therefore, in order to determine the Fixed CH Charges, the DCC shall calculate a factor to be applied to the charges that would otherwise have applied in order to reflect the costs to the DCC of Communications Hubs being Withdrawn before the costs of those Communications Hubs have been recovered in full. Such factor shall be the "**Non-Domestic Withdrawal Factor**" (which shall be the same for each CH Charging Group and Region).

K4 DETERMINING FIXED CHARGES BEFORE THE UITMR PERIOD

Introduction

K4.1 The DCC will determine the Fixed Charges for each Regulatory Year occurring prior to the UITMR Period in accordance with this Section K4, using:

(a) the Estimated Fixed Revenue for that Regulatory Year determined in accordance with Section K2;

(b) an estimate, in accordance with this Section K4, of the number of Mandated Smart Metering Systems for Domestic Premises that will exist as at the beginning of that Regulatory Year; and

(c) the Charging Group Weighting Factors described in Section K3.

Estimates

K4.2 In respect of Regulatory Years occurring prior to the UITMR Period:

(a) the DCC must estimate the aggregate number of Mandated Smart Metering Systems for Domestic Premises that will exist as at the beginning of that Regulatory Year;

(b) the DCC must estimate the number of persons in each Charging Group for such Mandated Smart Metering Systems; and

(c) the estimate pursuant to Section K4.2(b) in respect of a Regulatory Year (t) and each Charging Group (g) shall be represented as $EMSMS_{gt}$.

Determining the Fixed Charges

K4.3 The DCC will determine the Fixed Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person in each Charging Group (g) in respect of each Mandated Smart Metering System (FC_{gt}) as follows:

$$FC_{gt} = \frac{EFR_t}{NM_t} \times \frac{\alpha_{gt}}{\sum_{\forall g} \left(\alpha_{gt} \times EMSMS_{gt} \right)}$$

Where:

α_{gt} = the Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

NM_t = the number of months (or part months) in Regulatory Year (t)

EFR_t = the Estimated Fixed Revenue (estimated in accordance with Section K2) for Regulatory Year (t)

$EMSMS_{gt}$ = the estimate pursuant to Section K4.2(c) for Regulatory Year (t) and each Charging Group (g).

Calculating number of MSMSs for Fixed Charge Payment

K4.4 Following the end of each month (or part month) occurring during each Regulatory Year prior to the UITMR Period, the DCC will:

(a) determine (insofar as it is able) the actual number of Mandated Smart Metering Systems that existed at the end of the 15th day of that month (or, in the case of a part month that ends on or prior to the 15th day of that month, at the end of that part month);

(b) calculate the number of persons in each Charging Group for such Mandated Smart Metering Systems; and

(c) break down these calculations by reference to each Party.

K4.5 The calculation in accordance with Section K4.4(c) for each month (or part month) (m) during Regulatory Year (t) and each Party (p) in each Charging Group (g) shall be represented as $AMSMS_{pgmt}$.

K5 DETERMINING FIXED CHARGES DURING THE UITMR PERIOD

Introduction

K5.1 The DCC will determine the Fixed Charges for each Regulatory Year during the UITMR Period in accordance with this Section K5, using:

(a) the National Fixed Revenue and the Regional Fixed Revenue for that Regulatory Year determined in accordance with Section K3;

(b) an estimate, in accordance with this Section K5, of the number of Smart Metering Systems for Non-Domestic Premises that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year;

(c) an estimate, in accordance with this Section K5, of the number of Mandated Smart Metering Systems for Domestic Premises that will exist as at the beginning of that Regulatory Year; and

(d) the Charging Group Weighting Factors and other relevant matters described in Section K3.

Estimates: Non-Domestic Premises

K5.2 In respect of Regulatory Years occurring during the UITMR Period:

(a) the DCC will estimate the total number of Smart Metering Systems for Non-Domestic Premises that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year;

(b) the DCC must estimate the number of persons in each Charging Group for such Smart Metering Systems;

(c) the DCC must break down its estimate pursuant to Section K5.2(b) by reference to the number of Smart Metering Systems in each Region; and

(d) the estimate pursuant to Section K5.2(c) in respect of a Regulatory Year (t), each Charging Group (g) and each Region (r), shall be represented as $RENSMS_{grt}$.

Estimates: Domestic Premises

K5.3 In respect of Regulatory Years occurring during the UITMR Period:

(a) the DCC must estimate the aggregate number of Mandated Smart Metering Systems that will exist as at the beginning of that Regulatory Year;

(b) the DCC must estimate the number of persons in each Charging Group for such Mandated Smart Metering Systems;

(c) the DCC must break down its estimate pursuant to Section K5.3(b) by reference to the number of Mandated Smart Metering Systems in each Region; and

(d) the estimate pursuant to Section K5.3(c) in respect of a Regulatory Year (t), each Charging Group (g) and each Region (r), shall be represented as $REDSMS_{grt}$.

Determining the Fixed Charges: Non-Domestic Premises

K5.4 For each Regulatory Year (t), the DCC will determine the Fixed Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each Charging Group (g) in respect of each Enrolled Smart Metering System for a Non-Domestic Premises in each Region (r) ($RNFC_{grt}$), as follows:

$$RNFC_{grt} = \frac{NFR_t}{NM_t} \times \frac{\alpha_{gt}}{\sum_{\forall g}\left(\alpha_{gt} \times \sum_{\forall r} RESMS_{grt}\right)} + \frac{RFR_{rt}}{NM_t} \times \frac{\alpha_{gt}}{\sum_{\forall g}\left(\alpha_{gt} \times RESMS_{grt}\right)}$$

Where:

α_{gt} = the Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

NM_t = the number of months (or part months) in Regulatory Year (t)

NFR_t = the National Fixed Revenue (estimated in accordance with Section K3) for Regulatory Year (t)

RFR_{rt} = the Regional Fixed Revenue (estimated in accordance with Section K3) for Regulatory Year (t) and Region (r)

$$\forall g \forall r \quad RESMS_{grt} = REDSMS_{grt} + RENSMS_{grt}$$

$RENSMS_{grt}$ = the estimate pursuant to Section K5.2(d) for Regulatory Year (t), each Charging Group (g) and each Region (r)

$REDSMS_{grt}$ = the estimate pursuant to Section K5.3(d) for Regulatory Year (t), each Charging Group (g) and each Region (r).

Determining the Fixed Charges: Domestic Premises

K5.5 For each Regulatory Year (t), the DCC will determine the Fixed Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each Charging Group (g) in respect of each Mandated Smart Metering System ($RDFC_{gt}$) as follows:

$$RDFC_{gt} = \sum_{\forall g \forall r} \left(RNFC_{grt} \times REDSMS_{grt} \right) \times \frac{\alpha_{gt}}{\sum_{\forall g} \left(\alpha_{gt} \times \sum_{\forall r} REDSMS_{grt} \right)}$$

Where:

α_{gt} = the Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

$RNFC_{grt}$ = the Fixed Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in each Charging Group (g) in respect of Enrolled Smart Metering Systems for Non-Domestic Premises in each Region (r), as calculated in accordance with Section K5.4

$REDSMS_{grt}$ = the estimate pursuant to Section K5.3(d) for Regulatory Year (t), each Charging Group (g) and each Region (r).

SEC4A (Decision (Red) and Consultation (Blue) v SEC4 Consultation

Calculating number of ESMSs for Fixed Charge Payment: Non-Domestic Premises

K5.6 Following the end of each month (or part month) occurring during each Regulatory Year during the UITMR Period, the DCC will:

(a) determine the actual number of Smart Metering Systems for Non-Domestic Premises that have been Enrolled (and not Withdrawn) as at the end of the 15th day of that month (or, in the case of a part month that ends on or prior to the 15th day of that month, at the end of that part month), whether Enrolled during that month or previously;

(b) calculate the number of persons within each Charging Group for those Enrolled Smart Metering Systems; and

(c) break down these calculations by reference to each Party, and by reference to the Region in which such premises are located.

K5.7 The calculations in accordance with Section K5.6 of the number of Enrolled Smart Metering Systems for Non-Domestic Premises as at the end of each month (m) during Regulatory Year (t) within each Charging Group (g) broken down by reference to each Party (p), and by reference to each Region (r), shall be represented as $ANSMS_{pgrmt.}$

Calculating number of MSMSs for Fixed Charge Payment: Domestic Premises

K5.8 Following the end of each month (or part month) occurring during each Regulatory Year during the UITMR Period, the DCC will:

(a) determine (insofar as it is able) the actual number of Mandated Smart Metering Systems for Domestic Premises as at the end of the 15th day of that month (or, in the case of a part month that ends on or prior to the 15th day of that month, at the end of that part month);

(b) calculate the number of persons within each Charging Group for those Mandated Smart Metering Systems; and

(c) break down these calculations by reference to each Party.

K5.9 The calculations in accordance with Section K5.8 of the number of Mandated Smart Metering Systems as at the end of each month (or part month) (m) during Regulatory Year (t) within each Charging Group (g) broken down by reference to each Party (p) shall be represented as $ADSMS_{pgmt.}$

K6 DETERMINING FIXED CHARGES AFTER THE UITMR PERIOD (ENDURING)

Introduction

K6.1 The DCC will determine the Fixed Charges for each Regulatory Year following the UITMR Period in accordance with this Section K6, using:

(a) the National Fixed Revenue and the Regional Fixed Revenue for that Regulatory Year determined in accordance with Section K3;

(b) an estimate, in accordance with this Section K6, of the number of Smart Metering Systems that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year; and

(c) the Charging Group Weighting Factors and other relevant matters described in Section K3.

Estimates

K6.2 In respect of Regulatory Years occurring after the UITMR Period, the DCC will estimate the number of Smart Metering Systems that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year. The DCC shall undertake such estimates for Domestic Premises and Non-Domestic Premises separately (being *EDSMS* and *ENSMS* respectively). For each such Regulatory Year (t), the DCC will estimate the average number of persons within each Charging Group (g) for such Smart Metering Systems, and break down such estimates by reference to the Region (r) in which the premises is located, such that:

$$\forall g \forall r \quad ESMS_{grt} = EDSMS_{grt} + ENSMS_{grt}$$

Where:

$EDSMS_{grt}$ = the DCC's estimate of the number of persons within each Charging Group (g) for Smart Metering Systems for Domestic Premises that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year (t), broken down by Region (r); and

$ENSMS_{grt}$ = the DCC's estimate of the number of persons within each Charging Group (g) for Smart Metering Systems for Non-Domestic Premises that will have been Enrolled (and not Withdrawn) as at the beginning of that Regulatory Year (t), broken down by Region (r).

Determining the Fixed Charges: Non-Domestic Fixed Charges

K6.3 For each Regulatory Year (t), the DCC will determine the Fixed Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each Charging Group (g) in respect of each Enrolled Smart Metering System for a Non-Domestic Premises in each Region (r) (NFC_{grt}) as follows:

$$NFC_{grt} = \frac{NFR_t}{NM_t} \times \frac{\alpha_{gt}}{\sum_{\forall g}\left(\alpha_{gt} \times \sum_{\forall r} ESMS_{grt}\right)} + \frac{RFR_{rt}}{NM_t} \times \frac{\alpha_{gt}}{\sum_{\forall g}\left(\alpha_{gt} \times ESMS_{grt}\right)}$$

Where:

α_{gt} = the Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

NM_t = the number of months (or part months) in Regulatory Year (t)

NFR_t = the National Fixed Revenue (determined in accordance with Section K3) for Regulatory Year (t)

$ESMS_{grt}$ = the estimated number of persons within each Charging Group (g) for Enrolled Smart Metering Systems determined in accordance with Section K6.2 for Regulatory Year (t) and each Region (r)

RFR_{rt} = the Regional Fixed Revenue (determined in accordance with Section K3) for Regulatory Year (t) and each Region (r).

Determining the Fixed Charges: Domestic Fixed Charges

K6.4 For each Regulatory Year (t), the DCC will determine the Fixed Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each Charging Group (g) in respect of each Enrolled Smart Metering System for a

Domestic Premises (DFC_{gt}) as follows:

$$DFC_{gt} = \sum_{\forall g \forall r} \left(NFC_{grt} \times EDSMS_{grt} \right) \times \frac{\alpha_{gt}}{\sum_{\forall g} \left(\alpha_{gt} \times \sum_{\forall r} EDSMS_{grt} \right)}$$

Where:

α_{gt} = the Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

NFC_{grt} = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in each Charging Group (g) in respect of Enrolled Smart Metering Systems for Non-Domestic Premises in each Region (r), as determined in accordance with Section K6.3

$EDSMS_{grt}$ = the estimated average number of persons within each Charging Group (g) for Enrolled Smart Metering Systems for Domestic Premises determined in accordance with Section K6.2 for Regulatory Year (t) and each Region (r).

Calculating number of ESMSs for Fixed Charge Payment

K6.5 Following the end of each month (or part month) during each Regulatory Year occurring after the UITMR Period, the DCC will:

(a) determine the actual number of Smart Metering Systems that have been Enrolled (and not Withdrawn) as at the end of the 15th day of that month (or, in the case of a part month that ends on or prior to the 15th day of that month, at the end of that part month), whether Enrolled during that month or previously, and shall do so for Domestic Premises and for Non-Domestic Premises separately;

(b) calculate the number of persons within each Charging Group for such Enrolled Smart Metering Systems; and

(c) break down these calculations by reference to Parties (p), and (in the case of

Smart Metering Systems for Non-Domestic Premises only) by reference to the Region in which such premises are located.

K6.6 The calculations in accordance with Section K6.5 of the number of Enrolled Smart Metering Systems as at the end of each month (or part month) (m) during Regulatory Year (t) within each Charging Group (g) broken down by reference to each Party (p), and (in the case of Non-Domestic Premises only) by reference to each Region (r), shall:

(a) in respect of Domestic Premises, be represented as $ADSMS_{pgmt}$; and

(b) in respect of Non-Domestic Premises, be represented as $ANSMS_{pgrmt}$.

K6A DETERMINING FIXED CH CHARGES

Introduction

K6A.1 The DCC will determine the Fixed CH Charges for each Regulatory Year during or after the UITMR Period in accordance with this Section K6A, using:

(a) the Regional Communications Hub Revenue for that Regulatory Year determined in accordance with Section K3;

(b) an estimate, in accordance with this Section K6A, of the average number of Smart Metering Systems that there will be during that Regulatory Year; and

(c) the CH Charging Group Weighting Factors and other relevant matters described in Section K3.

Estimates

K6A.2 In respect of each Regulatory Year occurring during or after the UITMR Period, the DCC will estimate the average number of Smart Metering Systems that there will be during the Regulatory Year. The DCC shall undertake such estimates for Domestic Premises and Non-Domestic Premises separately (being *EDCH* and *ENCH* respectively). For each such Regulatory Year (t), the DCC will estimate the average number of persons within each CH Charging Group (g) for such Smart Metering Systems, and break down such estimates by reference to the Region (r) in which the premises is located, such that:

$$\forall g \forall r \quad ECH_{grt} = EDCH_{grt} + ENCH_{grt}$$

Where:

$EDCH_{grt}$ = the DCC's estimate of the average number of persons within each CH Charging Group (g) for Smart Metering Systems for Domestic Premises during that Regulatory Year (t), broken down by Region (r); and

$ENCH_{grt}$ = the DCC's estimate of the average number of persons within each CH Charging Group (g) for Smart Metering Systems for Non-Domestic Premises during that Regulatory Year (t), broken down by Region (r).

Determining the Fixed CH Charges: Non-Domestic

K6A.3 For each Regulatory Year (t), the DCC will determine the Fixed CH Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each CH Charging Group (g) in respect of each Smart Metering System for a Non-Domestic Premises in each Region (r) ($NCHC_{grt}$) as follows:

$$NCHC_{grt} = (1 + \delta_t) \times BNCHC_{grt}$$

Where:

$$BNCHC_{grt} = \frac{RCHR_{rt}}{NM_t} \times \frac{\beta_{gt}}{\sum_{\forall g} \left(\beta_{gt} \times ECH_{grt} \right)}$$

β_{gt} = the CH Charging Group Weighting Factor (as set out in Section K3) applicable to Regulatory Year (t) and each Charging Group (g)

NM_t = the number of months (or part months) in Regulatory Year (t)

$RCHR_{tr}$ = the Regional Communications Hub Revenue (determined in accordance with Section K3) for Regulatory Year (t) and Region (r)

ECH_{grt} = the estimated number of persons within each Charging Group (g) for Smart Metering Systems determined in accordance with Section K6A.2 for Regulatory Year (t) and each Region (r)

δ_t = the Non-Domestic Withdrawal Factor (determined in accordance with Section K3) for Regulatory Year (t).

Determining the Fixed CH Charges: Domestic

K6A.4 For each Regulatory Year (t), the DCC will determine the Fixed CH Charge payable in respect of each month (or part month) of Regulatory Year (t) by each person within each Charging Group (g) in respect of each Smart Metering System for a Domestic Premises ($DCHC_{gt}$) as follows:

$$DCHC_{gt} = \sum_{\forall g \forall r} \left(BNCHC_{grt} \times EDCH_{grt} \right) \times \frac{\beta_{gt}}{\sum_{\forall g} \left(\beta_{gt} \times \sum_{\forall r} EDCH_{grt} \right)}$$

Where:

$EDCH_{grt}$ = the estimated average number of persons within each Charging Group (g) for Smart Metering Systems for Domestic Premises determined in accordance with Section K6A.2 for Regulatory Year (t) and each Region (r).

Calculating number of CHs for Fixed CH Charge Payment

K6A.5 Following the end of each month (or part month) during each Regulatory Year occurring during or after the UITMR Period, the DCC will:

(a) determine the actual number of Smart Metering Systems that there are as at the end of the 15th day of that month (or, in the case of a part month that ends on or prior to the 15th day of that month, at the end of that part month), and shall do so for Domestic Premises and for Non-Domestic Premises separately;

(b) calculate the number of persons within each CH Charging Group for such Smart Metering Systems; and

(c) break down these calculations by reference to Parties (p), and (in the case of Smart Metering Systems for Non-Domestic Premises only) by reference to the Region in which such premises are located.

K6A.6 The calculations in accordance with Section K6A.5 of the number of Smart Metering Systems as at the end of each month (or part month) (m) during Regulatory Year (t) within each Charging Group (g) broken down by reference to each Party (p), and (in the case of Non-Domestic Premises only) by reference to each Region (r), shall:

(a) in respect of Domestic Premises, be represented as $ADCH_{pgmt}$; and

(b) in respect of Non-Domestic Premises, be represented as $ANCH_{pgrmt}$.

K7 DETERMINING EXPLICIT CHARGES

Introduction

K7.1 The Explicit Charges for each Regulatory Year are payable in respect of the Explicit Charging Metrics for that Regulatory Year.

K7.2 The Explicit Charging Metrics from time to time are as set out in this Section K7.

K7.3 Part of the rationale for Explicit Charging Metrics is to allow the DCC to closely reflect the charges it pays to the DCC Service Providers in respect of certain services, so as to minimise the risks for the DCC associated with uncertainty regarding the frequency with which such services are to be provided. The Explicit Charging Metrics may comprise any or all of the Core Communication Services and of the Enabling Services (so they are a sub-set of all Services other than the Elective Communication Services). The Explicit Charging Metrics represent those Core Communication Services and Enabling Services that are to be charged for separately from the Fixed Charges and the Fixed CH Charges.

K7.4 The DCC will determine the Explicit Charges for each Regulatory Year in accordance with this Section K7.

Explicit Charging Metrics

K7.5 The Explicit Charging Metrics for each Party and the Charging Period for each month are as follows:

(a) *('security assessments')* an obligation to pay arising during that Charging Period in respect of that Party pursuant to Section G8.48 (Users: Obligation to Pay Charges) in relation to User Security Assessments, Follow-up Security Assessments, User Security Assessment Reports or the activities of the Independent Security Assurance Service Provider;

(b) *('privacy assessments')* an obligation to pay arising during that Charging Period in respect of that Party pursuant to Section I2.39 (Users: Obligation to Pay Charges) in relation to Full Privacy Assessments, Random Sample Privacy Assessments, Privacy Assessment Reports or the activities of the Independent Privacy Auditor;

(c) ~~a DCC User~~ (*'LV gateway connection'*) an obligation to pay arising during that Charging Period in accordance with an offer for a DCC Gateway LV Connection ~~using the DCC User Gateway Low-Volume Option being made (or continuing to be made) available to that Party during that Charging Period~~ accepted by that Party pursuant to Section ~~H3.8~~H15 (DCC ~~User~~ Gateway Connections), including where the obligation to pay is preserved under Section ~~H3.11~~H15.19(b) (Ongoing Provision of a DCC Gateway Connection);

(d) (*'HV gateway connection'*) an obligation to pay arising during that Charging Period ~~under the terms and conditions~~in accordance with an offer for a DCC Gateway HV Connection accepted by that Party ~~for a DCC User Gateway Connection using the DCC User Gateway High-Volume Option~~ pursuant to Section ~~H3.9 (~~H15 (DCC Gateway Connections), including where the obligation to pay is preserved under Section H15.19(b) (Ongoing Provision of a DCC ~~User~~ Gateway ~~Connections), including where the~~Connection);

~~(d)~~(e) (*'gateway equipment relocation'*) an obligation to pay ~~is preserved~~arising during that Charging Period as a result of a request by that Party to relocate DCC Gateway Equipment under Section ~~H3.11(b~~H15.27 (DCC Gateway Equipment);

~~(e)~~(f) (*'elective service evaluations'*) an obligation to pay arising during that Charging Period under the terms and conditions accepted by that Party for a Detailed Evaluation in respect of potential Elective Communication Services pursuant to Section H7.8 (Detailed Evaluations of Elective Communication Services);

~~(f)~~(g) (*'P&C support'*) an obligation to pay arising during that Charging Period under the terms and conditions accepted by that Party in relation to that Party's use or implementation of the Parse and Correlate Software pursuant to Section H11.12 (Provision of Support & Assistance to Users);

~~(g)~~(h) (*'SM WAN for testing'*) an obligation to pay arising during that Charging Period from the acceptance by that Party of the charges offered by the DCC to provide a connection to the SM WAN pursuant to Section H14.31 (Device and User System Testing);

~~(h)~~(i) *('additional testing support')* an obligation to pay arising during that Charging Period from the acceptance by that Party of the charges offered by the DCC to provide additional testing support to that Party pursuant to Section H14.33 (Device and User System Testing);

~~(i)~~(j) *('communication services')* the number of each of the Services identified in the DCC User ~~Gateway~~Interface Services Schedule which have been provided to that Party during that Charging Period;

~~(j) an obligation to pay arising during that Charging Period as a result of the cancellation by that Party of part or all of one or more Communications Hub Orders pursuant to Section F5.19 (Cancellation or Orders);~~

(k) *('CH non-standard delivery')* an obligation to pay arising during that Charging Period as a result of the request by that Party for non-standard Communications Hub Product delivery requirements pursuant to Section F6.17 (Non-Standard Delivery Options);

(l) *('CH stock level charge')* the number (to be measured at the end of that Charging Period) of Communications Hubs that have been delivered to that Party under Section F6 (Delivery and Acceptance of Communications Hubs) and for which none of the following has yet occurred: (i) identification on the Smart Metering Inventory as 'installed not commissioned' or 'commissioned'; (ii) rejection in accordance with Section F6.10 (Confirmation of Delivery); (iii) delivery to the DCC in accordance with Section F8 (Removal and Return of Communications Hubs); or (iv) notification to the DCC in accordance with Section F8 (Removal and Return of Communications Hubs) that the Communications Hub has been lost or destroyed;

(m) *('CH variant charge')* the number of each of the Variant Communications Hubs which have been delivered to that Party during that Charging Period under Section F6 (Delivery and Acceptance of Communications Hubs), and which have not been (and are not) returned, or notified as lost or destroyed, for a reason which is a CH Pre-Installation DCC Responsibility;

(n) *('CH auxiliary equipment')* the number of each of the types of

Communications Hub Auxiliary Equipment which have been delivered to that Party during that Charging Period under Section F6 (Delivery and Acceptance of Communications Hubs), and which have not been (and are not) rejected in accordance with Section F6.10 (Rejected Communications Hub Products) or (in the case of the Communications Hub Auxiliary Equipment to which Section 7.8 applies (Ownership of and Responsibility for Communications Hub Auxiliary Equipment)) returned, or notified as lost or destroyed, for a reason which is a CH Pre-Installation DCC Responsibility;

(o) ('*CH returned and redeployed*') the number of Communications Hubs which have been returned by that Party during that Charging Period for a reason which is a CH ~~Supplier~~User Responsibility, and which have been (or are intended to be) reconditioned for redeployment pursuant to Section F8 (Removal and Return of Communications Hubs);

(p) ('*CH returned not redeployed*') the number of Communications Hubs which have been returned, or notified as lost or destroyed, by that Party during that Charging Period for a reason which is a CH ~~Supplier~~User Responsibility, and which have not been (and are not intended to be) reconditioned for redeployment pursuant to Section F8 (Removal and Return of Communications Hubs);

(q) ('*CH wrong returns location*') an obligation to pay arising during that Charging Period as a result of the return by that Party of Communications Hubs to the wrong returns location as referred to in Section F8.9 (Return of Communications Hubs); and

(r) ('*test comms hubs*') the number of Test Communications Hubs ~~ordered by~~delivered to that Party during that Charging Period, and which have not been (and are not) returned to the DCC in accordance with Section F10.8 (Ordering, Delivery, Rejection and Returns).

Explicit Charges

K7.6 The DCC will determine the Explicit Charges for each Explicit Charging Metric and each Regulatory Year:

(a) in the case of the Explicit Charging Metrics referred to in Section K7.5(a) and (b) ('security assessments' and 'privacy assessments'), so as to pass-through to each Party the relevant expenditure incurred by the Panel in respect of the Explicit Charging Metric as notified by the Panel to the DCC for the purpose of establishing such Charges;

(b) (subject to Section K7.6(a)) in a manner consistent with the Charging Objectives referred to in Sections C1.4, C1.5 and C1.6(a), (b), and (c);

(c) (subject to Section K7.6(a) and the Charging Objective referred to in Section C1.4) on a non-discriminatory and cost reflective basis so as to recover the incremental cost to the DCC (including under the DCC Service Provider Contracts) associated with the occurrence of that Explicit Charging Metric (and disregarding any costs and expenses that would be incurred whether or not that Explicit Charging Metric occurred);

(d) in the case of the Explicit Charging Metrics referred to in Section K7.5(~~i~~c) and (d) ("LV gateway connection' and 'HV gateway connection'), the Explicit Charges may comprise an initial connection charge and an ongoing annual charge (which annual charge may be payable monthly or less frequently);

~~(d)~~(e) in the case of the Explicit Charging Metrics referred to in Section K7.5(j) ('communication services'), in accordance with (c) above; save that (where the cost of implementing an Explicit Charge for one or more of the Services referred to in that Section would be disproportionate to the cost-reflective incremental cost) the Explicit Charge for those Services may be set at zero;

~~(e)~~(f) in the case of the Explicit Charging Metrics referred to in Section K7.5(~~i), (~~l), (m), (n), (o) and (p) ('CH stock level charge', 'CH variant charge', 'CH auxiliary equipment', 'CH returned and redeployed', and 'CH returned not redeployed'), so as to ensure they are uniform across each month of a Regulatory Year and across each Region~~;~~ and do not make any distinction linked to use at Domestic Premises or Non-Domestic Premises;

~~(f)~~(g) in the case of the Explicit Charging Metric referred to in Section K7.5(m) ('CH variant charge'), in accordance with (c) above, for which purpose the

incremental cost to DCC shall be the cost to the DCC of the Variant Communications Hub as compared to the cost to the DCC of the Standard Communications Hub;

~~(g)~~(h) so that the Explicit Charging Metric referred to in Section K7.5(o) ('CH returned and redeployed') is not more than the Explicit Charging Metric referred to in Section K7.5(p) ('CH returned not redeployed'); and

~~(h)~~(i) in the case of the Explicit Charging Metric referred to in Section K7.5(p) ('CH returned not redeployed'), in accordance with (c) above, for which purpose the incremental cost to DCC shall include any early termination fee payable in relation to the Communications Hub, or (if applicable) the net present value of the ongoing costs likely to be incurred by the DCC notwithstanding the fact that the Communications Hub has been removed, lost or destroyed.

K7.7 This Section K7.7 applies only in respect of the Explicit Charging Metrics referred to in Sections K7.5(~~e~~f) and (~~f~~g) ('elective service evaluation' and 'P&C support'). Where the DCC is simultaneously considering requests for an Explicit Charging Metric from two or more Parties, and where it would be advantageous to all such Parties for the DCC to do so, the DCC shall offer the Explicit Charging Metrics both conditionally on all the Parties taking up the Explicit Charging Metric and without such condition. In respect of the Explicit Charges to apply in respect of the conditional offer, the DCC shall calculate the Explicit Charges for each Party on the assumption that the other Parties accept the offers, and shall accordingly apportion any common costs between the Parties on a non-discriminatory and cost-reflective basis.

Second-Comer Contributions

K7.8 This Section K7.8 applies only in respect of the Explicit Charging Metrics referred to in Sections K7.5(~~d), (e) and (f).~~c), (d), (f) and (g) ('LV gateway connection', 'HV gateway connection', 'elective service evaluation' and 'P&C support'). Subject to Section K7.10, where:

(a) the DCC makes an offer in respect of any proposed Explicit Charging Metric to a person (the "**subsequent person**"); and

(b) prior to such offer being made to the subsequent person, another person (the

"**initial contributor**") was obliged to pay Explicit Charges designed to recover any costs (the "**relevant costs**") that would otherwise (in accordance with this Charging Methodology) have been recoverable from the subsequent person,

then the DCC shall make an offer to the subsequent person that requires that subsequent person to pay by way of Explicit Charges such a contribution to the relevant costs as may be reasonable in all the circumstances.

K7.9 Subject to Section K7.10, where an offer made by the DCC that includes an element of relevant costs is accepted by the subsequent person, the DCC shall (following payment by the subsequent person) offer such rebate to the initial contributor as may be reasonable in all the circumstances.

K7.10 Sections K7.8 and K7.9 shall not apply:

(a) where the relevant costs are less than £20,000;

(b) where the relevant costs are between £20,000 and £500,000 (inclusive), and the initial contributor's offer for the Explicit Charging Metric was accepted more than 5 years before the offer to the subsequent contributor is made;

(c) where the relevant costs are more than £500,000, and the initial contributor's offer for the Explicit Charging Metric was accepted more than 10 years before the offer to the subsequent contributor is made; and/or

(d) where the initial contributor no longer exists or cannot be contacted by the DCC following reasonable enquiry.

K7.11 All references to an initial contributor in this Section K7 shall, in respect of any subsequent person, be interpreted so as to include any person that was previously a subsequent person in respect of the relevant costs in question and that paid Explicit Charges designed to recover an element of those relevant costs.

K8 DETERMINING ELECTIVE CHARGES

Introduction

K8.1 The Elective Charges for each Regulatory Year are payable in accordance with the relevant Bilateral Agreement.

K8.2 The terms and conditions of each Bilateral Agreement (including those in respect of the Elective Charges payable thereunder) are to be agreed or determined in accordance with Section H7 (Elective Communication Services) and the DCC Licence.

Determining the Elective Charges

K8.3 Where the DCC makes any offer to enter into a Bilateral Agreement in respect of an Elective Communication Service, the DCC shall offer Elective Charges in respect of each such Elective Communication Service determined by the DCC:

(a) in a manner consistent with the Charging Objectives referred to in Sections C1.6(a), (b), and (c);

(b) in a non-discriminatory and cost-reflective manner, so as to recover the total costs to the DCC (including under the DCC Service Provider Contracts) associated with that Bilateral Agreement (including so as to recover a reasonable proportion of any standing costs that would be incurred whether or not that Elective Communication Service was provided); and

(c) so that such proportion of such standing costs is recovered by way of a standing charge that is payable whether or not the service is requested or provided.

K8.4 Where the DCC is simultaneously considering requests for a formal offer to provide Elective Communication Services from two or more Parties, and where it would be advantageous to all such Parties for the DCC to do so, the DCC shall make the offer both conditionally on all the Parties accepting the offer and without such condition. In respect of the Elective Charges to apply in respect of the conditional offer, the DCC shall calculate the Elective Charges for each Party on the assumption that the other Parties accept the offers, and shall accordingly apportion any common costs between

the Parties on a non-discriminatory and cost-reflective basis.

K8.5 Although this Code in no way binds the Authority it is acknowledged that any determination by the Authority of the Elective Charges in respect of a Bilateral Agreement will be undertaken as envisaged by the DCC Licence, including by reference to those matters set out in Sections K8.3 and K8.4.

Second-Comer Contributions

K8.6 Subject to Section K8.8, where:

(a) the DCC makes an offer in respect of any proposed Elective Communications Service to a person (the "**subsequent person**"); and

(b) prior to such offer being made to the subsequent person, another person (the "**initial contributor**") was obliged to pay Elective Charges designed to recover any costs (the "**relevant costs**") that would otherwise (in accordance with this Charging Methodology) have been recoverable from the subsequent person,

then the DCC shall make an offer to the subsequent person that requires that subsequent person to pay by way of Elective Charges such a contribution to the relevant costs as may be reasonable in all the circumstances.

K8.7 Subject to Section K8.8, where an offer made by the DCC that includes an element of relevant costs is accepted by the subsequent person, the DCC shall (following payment by the subsequent person) offer such rebate to the initial contributor as may be reasonable in all the circumstances.

K8.8 Sections K8.6 and K8.7 shall not apply:

(a) where the relevant costs are less than £20,000;

(b) where the relevant costs are between £20,000 and £500,000 (inclusive), and the initial contributor's offer for the Elective Communication Service was accepted more than 5 years before the offer to the subsequent contributor is made;

(c) where the relevant costs are more than £500,000, and the initial contributor's

offer for the Elective Communication Service was accepted more than 10 years before the offer to the subsequent contributor is made; and/or

(d) where the initial contributor no longer exists or cannot be contacted by the DCC following reasonable enquiry.

K8.9 All references to an initial contributor in this Section K8 shall, in respect of any subsequent person, be interpreted so as to include any person that was previously a subsequent person in respect of the relevant costs in question and that paid Elective Charges designed to recover an element of those relevant costs.

K9 WITHIN-YEAR ADJUSTMENTS

Introduction

K9.1 The revenue restriction contained in the DCC Licence allows the DCC to carry forward any under or over recovery in respect of one Regulatory Year to the following Regulatory Year. Therefore, there is no absolute need for the DCC to alter the Charges part way through a Regulatory Year.

K9.2 Nevertheless, subject to compliance with Condition 19 of the DCC Licence, the DCC may alter the Charges part way through a Regulatory Year, including in one of the following two ways:

(a) where this Charging Methodology is amended and the amendment has effect part way through a Regulatory Year; or

(b) where the requirements of this Section K9 are met, by applying within-year adjustments for the matters set out in this Section K9.

Amending this Charging Methodology

K9.3 Where the Authority consents in accordance with Condition 19 of the DCC Licence, the DCC may recalculate the Charges in accordance with this Charging Methodology (including so as to take into account any modification of this Charging Methodology). In such circumstances, the references herein to a Regulatory Year shall be interpreted as meaning the remaining period of such Regulatory Year from the time at which the modified Charges in question are to apply.

Within-Year Adjustment for Bad Debt

K9.4 Where a Party fails to pay to the DCC an amount due by way of Charges such that an Event of Default has occurred, and provided the DCC has complied with its obligations under Section J (Charges) in respect of the same, the DCC may (where it reasonably considers it appropriate to do so, taking into account the matters referred to in Section K9.1) determine the **Unrecovered Bad Debt Payment** ($UBDP_{pemt}$) to be paid by every Compliant Party (p) in respect of that Event of Default (e) in one or more subsequent months (m) of such Regulatory Year (t) as the DCC may determine. $UBDP_{pemt}$ shall be calculated as follows:

$$UBDP_{pemt} = \frac{UBP_e \times DS_{pe}}{BM_e}$$

Where:

BM_e is the number of months in the balance of the Regulatory Year over which the DCC decides it is to recover the amount owing in respect of the Event of Default

UBP_e is the amount owing in respect of the Event of Default (e) or such smaller amount as DCC decides to recover over the remainder of the Regulatory Year (t)

DS_{pe} is the share of the debt owing in respect of the Event of Default (e) to be paid by each Compliant Party (p), which is to be calculated as follows.

$$DS_{pe} = \frac{TMP_{pe}}{\sum_{\forall p} TMP_{pe}}$$

where TMP_{pe} is the total amount paid or payable by way of Charges by each Compliant Party (p) in respect of the 12 months preceding the month in respect of which the Event of Default (e) occurred

$\sum_{\forall p}$ represents a sum over all Compliant Parties for the Event of Default.

K9.5 Where the DCC:

(a) has levied a charge for an Unrecovered Bad Debt Payment; and

(b) subsequently recovers from the defaulting Party any or all of the unpaid debt to which the Unrecovered Bad Debt Payment related,

then the DCC shall return the money it has recovered from the defaulting Party to the Compliant Parties in proportion to their contributions to $UBDP_{pemt}$. In order to return such money, the DCC shall include a negative $UBDP_{pemt}$ amount in the Charges for

the month following the month in which the DCC received payment (or part payment) from the defaulting Party.

Within-Year Adjustment for Liability Events

K9.6 If a Liability Event arises, the DCC may (where it reasonably considers it appropriate to do so, taking into account the matters referred to in Section K9.1 and having consulted with the Authority and the Panel) determine the **Liability Payment** (LP_{plmt}) to be paid by (or, in the case of negative Liability Sums, paid to) every other Party (p) in respect of that Liability Event (l) in one or more subsequent months (m) of such Regulatory Year (t) as the DCC may determine. LP_{plmt} shall be calculated as follows:

$$LP_{plmt} = \frac{TLP_l \times LS_{pl}}{BM_l}$$

Where:

BM_l is the number of months in the balance of the Regulatory Year over which the DCC decides it is to recover the amount owing in respect of the Liability Event

TLP_l is the Liability Sum arising in respect of the Liability Event (l) or such smaller amount as DCC decides to recover over the remainder of the Regulatory Year (t)

LS_{pl} is the share of the liability owing in respect of the Liability Event (l) to be paid by (or, in the case of negative Liability Sums, paid to) each Party (p), which is to be calculated as follows.

$$LS_{pl} = \frac{TMP_{pl}}{\sum_{\forall p} TMP_{pl}}$$

where TMP_{pl} is the total amount paid or payable by way of Charges by each Party (p) in respect of the 12 months preceding the month in which the Liability Sum for the Liability Event (l) is payable to or by the DCC Service Providers

$\sum_{\forall p}$ represents a sum over all Parties.

Within-Year Adjustment for Communications Hub Finance Acceleration Events

K9.7 For the purposes of Section K9.6:

(a) a Communications Hub Finance Acceleration Event is a Liability Event;

(b) the amount due and payable by the DCC as a result of a Communications Hub Finance Acceleration Event is a Liability Sum to the extent the DCC estimates that such amount will be recoverable by the DCC as Allowed Revenue;

(c) the reference to "Charges" in the definition of LS_{pl} shall (in the case of a Communications Hub Finance Acceleration Event) be interpreted as a reference to "Communications Hub Charges"; and

(d) the amount payable by each Party in respect of such Liability Event shall (for the purposes of invoicing and payment under Section J (Charges) or Section M11.5(b) (Third Party Rights)) be treated as an amount due by way of Communications Hub Finance Charges relating to the Communications Hub Finance Facility in respect of which the Communications Hub Finance Acceleration Event has occurred.

K10 CALCULATING MONTHLY PAYMENTS

Introduction

K10.1 The monthly payment of Charges payable by each Party shall be calculated in accordance with this Section K10, based on:

(a) the Fixed Charges determined in accordance with Section K4, K5 or K6 (as applicable);

(b) the Explicit Charges determined in accordance with Section K7;

(c) the Elective Charges determined in accordance with Section K8; and

(d) any within-year adjustments determined in accordance with Section K9.

Calculating Fixed Charges

K10.2 The Fixed Charges payable by each person in respect of any month (or part month) during a Regulatory Year shall be calculated following the end of that month based on the calculations in accordance with Section K4, K5 or K6 (as applicable).

K10.3 The Fixed Charges are payable by the persons in each Charging Group. The Fixed Charges payable by any Party that is not in a Charging Group shall be zero.

Calculating Explicit Charges and Elective Charges Payments

K10.4 The Explicit Charges payable by each Party in respect of any month (or part month) during a Regulatory Year shall be calculated following the end of that month based on the Explicit Charging Metrics incurred by that Party during the Charging Period for that month.

K10.5 The Elective Charges payable by each Party in respect of any month (or part month) during a Regulatory Year shall be calculated following the end of that month based on the relevant Bilateral Agreement.

Calculating Monthly Payments

K10.6 For each month (or part month) (m) during a Regulatory Year (t) prior to the UITMR Period, the initial monthly payment (*IMP*) in respect of the Charges payable by each

Party (p) shall be calculated as follows:

$$IMP_{pmt} = \sum_{\forall g}\left(FC_{gt} \times AMSMS_{pgmt}\right) + \sum_{\forall g \forall r}\left(NCHC_{grt} \times ANCH_{grt}\right) + \sum_{\forall g}\left(DCHC_{gt} \times ADCH_{gt}\right) + \sum_{i=1}^{i=n}\left(EC_{it} \times ECM_{ipmt}\right) + TEP_{pmt} + \sum_{e \in m} UBDP_{pemt} + \sum_{l \in m} LP_{plmt}$$

Where:

FC_{gt} = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in Charging Group (g) in respect of Mandated Smart Metering Systems, calculated in accordance with Section K4

$AMSMS_{pgmt}$ = the amount described in Section K4.5

$NCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Non-Domestic Premises in Region (r)

$ANCH_{grt}$ = the amount described in Section K6A.6

$DCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Domestic Premises in Region (r)

$ADCH_{grt}$ = the amount described in Section K6A.6

EC_{it} = the Explicit Charge for an Explicit Charging Metric (i) and a Regulatory Year (t)

ECM_{ipmt} = the Explicit Charging Metrics incurred by a Party (p) during the Charging Period for that month (m) in a Regulatory Year (t)

TEP_{pmt} = the total amount payable by a Party (p) in respect of Elective Charges and a month (m) in a Regulatory Year (t)

$UBDP_{pemt}$ = the Unrecovered Bad Debt Payment in respect of a month (m) in a Regulatory Year (t) and each Event of Default (e), as calculated in accordance with Section K9

LP_{plmt} = the Liability Payment in respect of a month (m) in a Regulatory Year (t) and each Liability Event (l), as calculated in accordance with Section K9.

K10.7 For each month (or part month) (m) during a Regulatory Year (t) during the UITMR Period, the rollout monthly payment (*RMP*) in respect of the Charges payable by each Party (p) shall be calculated as follows:

$$RMP_{pmt} = \sum_{\forall g}\left(RDFC_{gt} \times ADSMS_{pgmt}\right) + \sum_{\forall g}\left(\sum_{\forall r}\left(RNFC_{grt} \times ANSMS_{pgrmt}\right)\right) + \sum_{\forall g \forall r}\left(NCHC_{grt} \times ANCH_{grt}\right) + \sum_{\forall g}\left(DCHC_{gt} \times ADCH_{gt}\right) + \sum_{i=1}^{i=n}\left(EC_{it} \times ECM_{ipmt}\right) + TEP_{pmt} + \sum_{e \in m} UBDP_{pemt} + \sum_{l \in m} LP_{plmt}$$

Where:

$RDFC_{gt}$ = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in Charging Group (g) in respect of Mandated Smart Metering Systems, calculated in accordance with Section K5

$ADSMS_{pgmt}$ = the amount described as such in Section K5.9

$RNFC_{grt}$ = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in Charging Group (g) in respect of Enrolled Smart Metering Systems for Non-Domestic Premises in each Region (r), calculated in accordance with Section K5

$ANSMS_{pgrmt}$ = the amount described as such in Section K5.7

$NCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Non-Domestic Premises in Region (r)

$ANCH_{grt}$ = the amount described in Section K6A.6

$DCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Domestic Premises in Region (r)

$ADCH_{grt}$ = the amount described in Section K6A.6

EC_{it} = the Explicit Charge for an Explicit Charging Metric (i) and a Regulatory Year (t)

ECM_{ipmt} = the Explicit Charging Metrics incurred by a Party (p) during the Charging Period for that month (m) in a Regulatory Year (t)

TEP_{pmt} = the total amount payable by a Party (p) in respect of Elective Charges and a month (m) in a Regulatory Year (t)

$UBDP_{pemt}$ = the Unrecovered Bad Debt Payment in respect of a month (m) in a Regulatory Year (t) and each Event of Default (e), as calculated in accordance with Section K9

LP_{plmt} = the Liability Payment in respect of a month (m) in a Regulatory Year (t) and each Liability Event (l), as calculated in accordance with Section K9.

K10.8 For each month (or part month) (m) during a Regulatory Year (t) after the UITMR Period, the monthly payment (*MP*) in respect of the Charges payable by each Party (p) shall be calculated as follows:

$$MP_{pmt} = \sum_{\forall g}\left(DFC_{gt} \times ADSMS_{pgmt}\right) + \sum_{\forall g}\left(\sum_{\forall r}\left(NFC_{grt} \times ANSMS_{pgrmt}\right)\right) + \sum_{\forall g \forall r}\left(NCHC_{grt} \times ANCH_{grt}\right) + \sum_{\forall g}\left(DCHC_{gt} \times ADCH_{gt}\right) + \sum_{i=1}^{i=n}\left(EC_{it} \times ECM_{ipmt}\right) + TEP_{pmt} + \sum_{e \in m} UBDP_{pemt} + \sum_{l \in m} LP_{plmt}$$

Where:

DFC_{gt} = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in Charging Group (g) in respect of Enrolled Smart Metering Systems for Domestic Premises, calculated in accordance with Section K6

$ADSMS_{pgmt}$ = the amount described as such in Section K6.7

NFC_{grt} = the Fixed Charges payable in respect of months (or part months) during Regulatory Year (t) by persons in Charging Group (g) in respect of Enrolled Smart Metering Systems for Non-Domestic Premises in each Region (r), calculated in accordance with Section K6

$ANSMS_{pgrmt}$ = the amount described as such in Section K6.7

$NCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Non-Domestic Premises in Region (r)

$ANCH_{grt}$ = the amount described in Section K6A.6

$DCHC_{grt}$ = the Fixed CH Charge payable in respect of months (or part months) during Regulatory Year (t) by persons in CH Charging Group (g) in respect of Smart Metering Systems for Domestic Premises in Region (r)

$ADCH_{grt}$ = the amount described in Section K6A.6

EC_{it} = the Explicit Charge for an Explicit Charging Metric (i) and a Regulatory Year (t)

ECM_{ipmt} = the Explicit Charging Metrics incurred by a Party (p) during the Charging Period for that month (m) in a Regulatory Year (t)

TEP_{pmt} = the total amount payable by a Party (p) in respect of Elective Charges and a month (m) in a Regulatory Year (t)

$UBDP_{pemt}$ = the Unrecovered Bad Debt Payment in respect of a month (m) in a Regulatory Year (t) and each Event of Default (e), as calculated in accordance with Section K9

LP_{plmt} = the Liability Payment in respect of a month (m) in a Regulatory Year (t) and each Liability Event (l), as calculated in accordance with Section K9.

K11 DEFINITIONS

K11.1 In this Charging Methodology, except where the context otherwise requires, the expressions in the left hand column below shall have the meanings given to them in the right hand column below:

Allowed Revenue	has the meaning given to that expression in the revenue restriction conditions of the DCC Licence.
Charging Group	has the meaning given to that expression in Section K3.9.
Charging Group Weighting Factor	has the meaning given to that expression in Section K3.12.
Charging Period	means, in respect of each month (the 'current month'), the period from the start of the 16th day of the previous month to the end of the 15th day of the current month.
CH Charging Group	has the meaning given to that expression in Section K3.9.
CH Charging Group Weighting Factor	has the meaning given to that expression in Section K3.13.
Compliant Party	means, in respect of any Event of Default giving rise to an Unrecovered Bad Debt Payment, all of the Parties other than: (a) the Defaulting Party in respect of that Event of Default; and (b) the Defaulting Party in respect of any other Event of Default giving rise to an Unrecovered Bad Debt Payment that is calculated under Section K9.4 during the same month as the Unrecovered Bad Debt Payment to which reference is first made in this definition.

Elective Charges	means the Charges payable in respect of Elective Communication Services.
Enrolled Smart Metering System	means a Smart Metering System that has been Enrolled.
Estimated Allowed Revenue	has the meaning given to that expression in Section K2.1.
Estimated Elective Service Revenue	has the meaning given to that expression in Section K2.3.
Estimated Explicit Charges Revenue	has the meaning given to that expression in Section K2.5.
Estimated Fixed Charges Revenue	has the meaning given to that expression in Section K2.6.
Explicit Charges	means the Charges calculated in accordance with Section K7, and payable in respect of the Explicit Charging Metrics.
Explicit Charging Metrics	has the meaning given to that expression in Section K7.
Fixed CH Charges	means the Charges calculated in accordance with Section K6A.
Fixed Charges	means the Charges calculated in accordance with Section K4, K5 or K6 (as applicable).
Liability Event	means an event as a result of which either: (a) the DCC has a net liability to the DCC Service Providers collectively (excluding in respect of charges arising in the ordinary course of events);

or

(b) the DCC Service Providers collectively have a net liability to the DCC (excluding in respect of service credits or liquidated damages arising from poor service performance).

Liability Sum means, in respect of a Liability Event as a result of which:

(a) the DCC owes a net liability to the DCC Service Providers collectively, the amount of such net liability (having taken into account amounts recoverable by the DCC in respect of that Liability Event otherwise than pursuant to this Charging Methodology, including amounts recoverable from other Parties as a result of any breach of this Code by such Parties which caused or contributed to that Liability Event), but only to the extent that the DCC estimates that such net liability will be recoverable by the DCC as Allowed Revenue; or

(b) the DCC Service Providers collectively owe a net liability to the DCC, the net amount actually received by the DCC in respect of such net liability (having taken into account amounts owed by the DCC to other Parties and to third parties in respect of that Liability Event otherwise than pursuant to this Charging Methodology), but only to the extent that the DCC estimates that such net liability will reduce the Allowed Revenue that the DCC could otherwise recover by way of the Charges (which net amount will be

expressed as a negative number).

Liability Payment	has the meaning given to that expression in Section K9.6 (expressed as a negative number in the case of negative Liability Sums).
Mandated Smart Metering System	means, from time to time, each MPAN or MPRN associated with a Domestic Premises (regardless of whether or not a Smart Metering System has been installed or Enrolled), but excluding: (a) those MPANs and MPRNs associated with premises in respect of which the DCC is exempted from the requirement to Enrol Smart Metering Systems in accordance with the Statement of Service Exemptions; and (b) those MPANs that do not have the status of "traded" (as identified in the MRA) and those MPRNs that do not have a status that indicates that gas is off-taken at the supply point (as identified in the UNC).
National Fixed Revenue	has the meaning given to that expression in Section K3.8.
Non-Domestic Withdrawal Factor	has the meaning given to that expression in Section K3.17.
Regional Communications Hub Revenue	has the meaning given to that expression in Section K3.8.
Regional Fixed Revenue	has the meaning given to that expression in Section K3.8.

Regulatory Year	means (subject to Section K9.3) a period of twelve months beginning at the start of 1 April in any calendar year and ending at the end of 31 March in the next following calendar year; provided that a Regulatory Year will end and a new one will commence simultaneously with both the commencement and the end of the UITMR Period.
Standard Communications Hubs	means, in respect of each Region, Communications Hubs of the ~~Device Model~~HAN Variant which cost the DCC the least to procure in respect of that Region (to be judged in respect of each Regulatory Year at the time at which the DCC is stabling its Charges for that Regulatory Year).
UITMR Period	means the period, covering User integration testing and the mass rollout period, which for these purposes: (a) commences at the start of the month in which the DCC is first obliged to make regular monthly payments to one or more of the DCC Service Providers; and (b) ends at the end of the date referred to in paragraph 1 of Condition 39 of the Energy Supply Licences.
Unrecovered Bad Debt Payment	has the meaning given to that expression in Section K9.4.
Variant Communication Hubs	means, in respect of each Region, all Communications Hubs of the HAN Variant that ~~are~~is not the Standard Communications ~~Hubs~~Hub for that Region.

SEC4A (Decision (Red) and Consultation (Blue) v SEC4 Consultation

SECTION L – SMART METERING KEY INFRASTRUCTURE AND DCC KEY INFRASTRUCTURE

L1 SMKI POLICY MANAGEMENT AUTHORITY

Establishment of the SMKI PMA

L1.1 The Panel shall establish a Sub-Committee in accordance with the requirements of this Section L1, to be known as the "**SMKI PMA**".

L1.2 Save as expressly set out in this Section L1, the SMKI PMA shall be subject to the provisions concerning Sub-Committees set out in Section C6 (Sub-Committees).

Membership of the SMKI PMA

L1.3 The SMKI PMA shall be composed of the following persons (each an "**SMKI PMA Member**"):

(a) the SMKI PMA Chair (as further described in Section L1.5);

(b) three SMKI PMA (Supplier) Members (as further described in Section L1.6);

(c) one SMKI PMA (Network) Member (as further described in Section L1.8); and

(d) one representative of the Security Sub-Committee and one representative of the Technical Sub-Committee (in each case as further described in Section L1.10).

L1.4 Each SMKI PMA Member must be an individual (and cannot be a body corporate, association or partnership). No one person can hold more than one office as an SMKI PMA Member at the same time.

L1.5 The "**SMKI PMA Chair**" shall be such person as is (from time to time) appointed to that role by the Panel in accordance with a process designed to ensure that:

(a) the candidate selected is sufficiently independent of any particular Party or class of Parties;

(b) the SMKI PMA Chair is appointed for a three-year term (following which he or she can apply to be re-appointed);

(c) the SMKI PMA Chair is remunerated at a reasonable rate;

(d) the SMKI PMA Chair's appointment is subject to Section C6.9 (Member Confirmation), and to terms equivalent to Section C4.6 (Removal of Elected Members); and

(e) provision is made for the SMKI PMA Chair to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor.

L1.6 Each of the three "**SMKI PMA (Supplier) Members**" shall (subject to any directions to the contrary made by the Secretary of State for the purpose of transition on the incorporation of this Section L1 into this Code):

(a) be appointed in accordance with Section L1.7, subject to compliance by the appointed person with Section C6.9 (Member Confirmation);

(b) retire 2 years after his or her appointment (without prejudice to his or her ability to be nominated for a further term of office); and

(c) be capable of being removed from office in accordance with Sections C4.5 and C4.6 (Removal of Elected Members), for which purpose those Sections shall be read as if references to "Elected Member" were to "SMKI PMA (Supplier) Member", references to "Panel" were to "SMKI PMA", references to "Panel Chair" were to "SMKI PMA Chair", and references to "Panel Members" were to "SMKI PMA Members".

L1.7 Each of the three SMKI PMA (Supplier) Members shall be appointed in accordance with a process:

(a) by which two SMKI PMA (Supplier) Members will be elected by Large Supplier Parties, and one SMKI PMA (Supplier) Member will be elected by Small Supplier Parties;

(b) by which any person (whether or not a Supplier Party) shall be entitled to

nominate candidates to be elected as an SMKI PMA (Supplier) Member; and

(c) that is otherwise the same as that by which Elected Members are elected under Sections C4.2 and C4.3 (as if references therein to "Panel" were to "SMKI PMA", references to "Panel Chair" were to "SKMI PMA Chair", references to "Panel Members" were to "SMKI PMA Members", and references to provisions of Section C or D were to the corresponding provisions set out in or applied pursuant to this Section L1).

L1.8 The "**SMKI PMA (Network) Member**" shall (subject to any directions to the contrary made by the Secretary of State for the purpose of transition on the incorporation of this Section L1 into this Code):

(a) be appointed in accordance with Section L1.9, subject to compliance by the appointed person with Section C6.9 (Member Confirmation);

(b) retire 2 years after his or her appointment (without prejudice to his or her ability to be nominated for a further term of office); and

(c) be capable of being removed from office in accordance with Sections C4.5 and C4.6 (Removal of Elected Members), for which purpose those Sections shall be read as if references to "Elected Member" were to "SMKI PMA (Network) Member", references to "Panel" were to "SMKI PMA", references to "Panel Chair" were to "SMKI PMA Chair", and references to "Panel Members" were to "SMKI PMA Members".

L1.9 The SMKI PMA (Network) Member shall be appointed in accordance with a process:

(a) by which the SMKI PMA (Network) Member will be elected by the Electricity Network Parties and the Gas Network Parties together (as if they formed a single Party Category, but so that Electricity Network Party Voting Groups and Gas Network Party Voting Groups each have one vote); and

(b) that is otherwise the same as that by which Elected Members are elected under Sections C4.2 and C4.3 (as if references therein to "Panel" were to "SMKI PMA", to "Panel Chair" were to "PMA Chair", to "Panel Members" were to "SMKI PMA Members", and to provisions of Section C or D were to the

corresponding provisions set out in or applied pursuant to this Section L1).

L1.10 The Security Sub-Committee and the Technical Sub-Committee shall each nominate one of their members to be an SMKI PMA Member by notice to the Secretariat from time to time. The Security Sub-Committee or the Technical Sub-Committee (as applicable) may each replace its nominee from time to time by prior notice to the Secretariat. Such nomination or replacement shall be subject to compliance by the relevant person with Section C6.9 (Member Confirmation). Until each such Sub-Committee exists, the Panel shall nominate a person to act as a representative of that Sub-Committee (and may from time to time replace such person).

L1.11 Each SMKI PMA Member must ensure that he or she reads the SMKI Document Set when first appointed, and subsequently from time to time, so that he or she is familiar with its content.

Proceedings of the SMKI PMA

L1.12 Each SMKI PMA Member shall be entitled to appoint an Alternate in accordance with Section C5.19 (as it applies pursuant to Section L1.15); provided that:

(a) the SMKI PMA Chair will be deemed to have nominated the SMKI Specialist to act as Alternate for the SMKI PMA Chair;

(b) where the SMKI Specialist is unavailable, the SMKI PMA Chair must nominate another person to act as Alternate for the SMKI PMA Chair (which person may not be another SMKI PMA Member, and which person must be sufficiently independent of any particular Party or class of Parties); and

(c) the person so appointed by each SMKI PMA Member (other than the SMKI PMA Chair) may not be employed by the same organisation as employs that SMKI PMA Member (or by an Affiliate of that SMKI PMA Member's employer).

L1.13 No business shall be transacted at any meeting of the SMKI PMA unless a quorum is present at that meeting. The quorum for each such meeting shall be four of the SMKI PMA Members, at least one of whom must be the SMKI PMA Chair (or his or her Alternate).

L1.14 Without prejudice to the generality of Section C5.13(c) (Attendance by Other Persons) as it applies pursuant to Section L1.15:

(a) the SMKI Specialist and a representative of the DCC shall be invited to attend each and every SMKI PMA meeting (each of whom shall be entitled to speak at SMKI PMA meetings without the permission of the SMKI PMA Chair); and

(b) other persons who may be invited to attend SMKI PMA meetings may include:

(i) the Independent SMKI Assurance Service Provider;

(ii) one or more representatives of Device Manufacturers; or

(iii) a specialist legal adviser.

L1.15 Subject to Sections L1.12, L1.13 and L1.14, the provisions of Section C5 (Proceedings of the Panel) shall apply to the proceedings of the SMKI PMA, for which purpose that Section shall be read as if references to "Panel" were to "SMKI PMA", references to "Panel Chair" were to "SMKI PMA Chair", and references to "Panel Members" were to "SMKI PMA Members".

L1.16 Notwithstanding Section C3.12 (Protections for Panel Members and Others), that Section shall not apply to the SMKI Specialist when acting as the SMKI PMA Chair's Alternate, and the SMKI Specialist shall have no rights under that Section.

Duties of the SMKI PMA

L1.17 The SMKI PMA shall undertake the following duties:

(a) to approve the Device CPS ~~and~~, Organisation CPS and the IKI CPS, and any changes to those documents, in accordance with Sections L9;

(b) to propose variations to the SMKI SEC Documents, as further described in Section L1.19;

(c) to periodically review (including where directed to do so by the Panel) the effectiveness of the SMKI Document Set (including so as to evaluate whether the SMKI Document Set remains consistent with the SEC Objectives), and

report to the Panel on the outcome of such review (such report to include any recommendations for action that the SMKI PMA considers appropriate);

(d) ~~to,~~ as soon as reasonably practicable following the incorporation of each of the following documents into this Code, its re-incorporation, or its modification in accordance with section 88 of the Energy Act 2008, to review ~~those documents~~that document in accordance with paragraph (c) above:

(i) the SMKI Compliance Policy;

(ii) the SMKI RAPP;

(iii) the Device Certificate Policy;

(iv) the Organisation Certificate Policy; ~~and~~

(v) the IKI Certificate Policy;

~~(v)~~(vi) the Recovery Procedure,

and (where the SMKI PMA considers it appropriate to do so) submit one or more Modification Proposals in respect of those documents (which Modification Proposals shall, notwithstanding Section X2.3(a), (b) and (c), be subject to Section D (Modification Process) as varied by Section X2.3(d));

(e) to periodically review the effectiveness of the DCCKI Document Set and to:

(i) notify DCC where it considers that changes should be made to the DCCKI Document Set in order to ensure that DCC meets its obligations under Section G (Security) (such notification to include any recommendation for action that the SMKI PMA considers appropriate); and

(ii) copy any such notification to the SSC and, except to the extent that it is appropriate to redact information for security purposes, to other SEC Parties;

(f) as soon as reasonably practicable following the incorporation of each of the following documents into this Code, its re-incorporation, or its modification in

accordance with section 88 of the Energy Act 2008, to review that document in accordance with paragraph (e) above:

(i) the DCCKI RAPP;

(ii) the DCCKI Certificate Policy;

(g) to review the DCCKI CPS, and any amendments proposed to be made to it by the DCC, in accordance with Section L13 (DCC Key Infrastructure);

~~(e)~~(h) as part of its review of the SMKI Compliance Policy pursuant to paragraph (d) above, to consider whether SMKI Participants which are subject to assurance assessments pursuant to the SMKI Compliance Policy should be liable to meet the costs (or a proportion of the costs) of undertaking such assessments, and (where the SMKI PMA considers it appropriate to do so) submit one or more Modification Proposals as referred to in paragraph (d) above;

~~(f)~~(i) to exercise the functions allocated to it under the Recovery Procedure, and in particular to exercise the power to nominate Parties for such purposes (and in accordance with such procedures) as are set out in the Recovery Procedure;

~~(g)~~(j) to provide the Panel, the Change Board and Working Groups with support and advice in respect of Modification Proposals that provide for variations to the SMKI SEC Documents~~;~~ or the DCCKI SEC Documents;

~~(h)~~(k) to provide assurance in accordance with Section L2 (SMKI Assurance);

~~(i)~~(l) to provide the Panel with support and advice in respect of Disputes for which the Panel is required to make a determination, insofar as such Disputes relate to the SMKI Document Set~~;~~ or the DCCKI Document Set;

~~(j)~~(m) to provide the Panel and Sub-Committees with general advice and support with respect to the SMKI Services ~~and SMKI~~, the SMKI Repository Service, the DCCKI Services and the DCCKI Repository Service;

~~(k)~~(n) to exercise such functions as are allocated to it under, and to comply with all the applicable requirements of, the SMKI Document Set in accordance with Section L9.1; and

~~(l)~~(o) to perform any other duties expressly ascribed to the SMKI PMA elsewhere in this Code.

L1.18 The SMKI PMA shall establish a process whereby the Code Administrator monitors Modification Proposals with a view to identifying (and bringing to the SMKI PMA's attention) those proposals that are likely to affect the SMKI SEC Documents. The Code Administrator shall comply with such process.

Modification of the SMKI SEC Documents by the SMKI PMA

L1.19 Notwithstanding Section D1.3 (Persons Entitled to Submit Modification Proposals):

(a) the SMKI PMA shall be entitled to submit Modification Proposals in respect of the SMKI SEC Documents where the SMKI PMA considers it appropriate to do so; and

(b) any SMKI PMA Member shall be entitled to submit Modification Proposals in respect of the SMKI SEC Documents where he or she considers it appropriate to do so (where the SMKI PMA has voted not to do so).

L2 SMKI ASSURANCE

SMKI Compliance Policy

L2.1 The SMKI PMA shall exercise the functions allocated to it by the SMKI Compliance Policy.

L2.2 The DCC shall procure all such services as are required for the purposes of complying with its obligations under the SMKI Compliance Policy.

SMKI Participants: Duty to Cooperate in Assessment

L2.3 Each SMKI Participant shall do all such things as may be reasonably requested by the SMKI PMA, or by any person acting on behalf of or at the request of the SMKI PMA (including in particular the Independent SMKI Assurance Service Provider), for the purposes of facilitating an assessment of that SMKI Participant's compliance with any applicable requirements of the SMKI Document Set.

L2.4 For the purposes of Section L2.3, an SMKI Participant shall provide the SMKI PMA (or the relevant person acting on its behalf or at its request) with:

(a) all such Data as may reasonably be requested, within such times and in such format as may reasonably be specified; and

(b) all such other forms of cooperation as may reasonably be requested, including in particular access at all reasonable times to:

(i) such parts of the premises of that SMKI Participant as are used for; and

(ii) such persons engaged by that SMKI Participant as carry out, or are authorised to carry out,

any activities related to its compliance with the applicable requirements of the SMKI Document Set.

Events of Default

L2.5 In relation to an Event of Default which consists of a material breach by an SMKI Participant of any applicable requirements of the SMKI Document Set, the provisions

of Sections M8.2 (Notification of an Event of Default) to M8.4 (Consequences of an Event of Default) shall apply subject to the provisions of Sections L2.6 to L2.13.

L2.6 For the purposes of Sections M8.2 to M8.4 as they apply pursuant to Section L2.5, an Event of Default shall (notwithstanding the ordinary definition thereof) be deemed to have occurred in respect of the DCC where it is in material breach of any applicable requirements of the SMKI Document Set (provided that Sections M8.4(e), (f) and (g) shall never apply to the DCC).

L2.7 Where in accordance with Section M8.2 the Panel receives notification that an SMKI Participant is in material breach of any applicable requirements of the SMKI Document Set, it shall refer the matter to the SMKI PMA. On any such referral, the SMKI PMA may investigate the matter in accordance with Section M8.3 as if the references in that Section to the "Panel" were to the "SMKI PMA".

L2.8 Where the SMKI PMA has:

(a) carried out an investigation in accordance with Section M8.3; or

(b) received a report from the Independent SMKI Assurance Service Provider, following an assessment by it of the compliance of any SMKI Participant with the applicable requirements of the SMKI Document Set, concluding that the SMKI Participant has not complied with those requirements,

the SMKI PMA shall consider the information available to it and shall determine whether any non-compliance with the SMKI Document Set has occurred and, if so, whether that non-compliance constitutes an Event of Default.

L2.9 Where the SMKI PMA determines that an Event of Default has occurred, it shall:

(a) notify the relevant SMKI Participant and any other Party it considers may have been affected by the Event of Default; and

(b) refer the matter to the Panel for the Panel to determine the appropriate steps to take in accordance with Section M8.4.

L2.10 Where the Panel is considering what steps to take in accordance with Section M8.4, it shall request and consider the advice of the SMKI PMA.

L2.11 Where the Panel determines that an SMKI Participant is required to give effect to a remedial action plan in accordance with Section M8.4(d) that plan must be approved by the SMKI PMA.

L2.12 Where, in accordance with Section L2.11, the SMKI PMA has approved a remedial action plan in relation to the provision by the DCC of the SMKI Services, the Panel shall ensure that the approved plan (being redacted only in so far as necessary for the purposes of security) is made available to all Parties.

L2.13 Where, in accordance with Section L2.11, the SMKI PMA has approved a remedial action plan in relation to:

(a) the DCC acting in a capacity other than as the provider of the SMKI Services, the Panel may arrange for a version of the approved plan (or parts of that plan) to be made available to all the Parties; or

(b) any other SMKI Participant, the Panel may arrange for an anonymised version of the approved plan (or parts of that plan) to be made available to all the Parties,

but (in each case) only where the Panel considers that such dissemination is necessary for the purposes of security.

Emergency Suspension of SMKI Services

L2.14 Where the SMKI PMA has reason to believe that there is any immediate threat of the DCC Total System, any User Systems, any Smart Metering Systems or any RDP Systems being Compromised to a material extent by the occurrence of an event arising in relation to the SMKI Services, it may instruct the DCC immediately to suspend:

(a) the provision (in whole or in part) of the SMKI Services and/or any other Services which rely on the use of Certificates;

(b) the rights of any SMKI Participant to receive (in whole or in part) the SMKI Services and/or any other Services which rely on the use of Certificates,

and thereafter to retain that suspension in effect until such time as the SMKI PMA

instructs the DCC to reinstate the provision of the relevant Services or the rights of the SMKI Participant (as the case may be).

L2.15 Where the SMKI PMA takes any steps under Section L2.14, it:

(a) shall immediately thereafter notify the Authority;

(b) shall comply with any direction given to it by the Authority in relation to such steps; and

(c) may notify all the Parties of some or all of such steps (without identifying the SMKI Participant), but only where the Panel considers that such notification is necessary for the purposes of security.

L2.16 Any Party which is affected by the SMKI PMA taking any steps under Section L2.14 may appeal the decision to do so to the Authority, and the DCC shall comply with any decision of the Authority in respect of the matter (which shall be final and binding for the purposes of this Code).

L3 THE SMKI SERVICES

The SMKI Services

L3.1 For the purposes of this Section L3, the "**SMKI Services**" means all of the activities undertaken by the DCC in its capacity as ~~either~~:

(a) the Device Certification Authority; ~~or~~

(b) the Organisation Certification Authority; or

~~(b)~~(c) the IKI Certification Authority,

in each case in accordance with the applicable requirements of the Code.

Authorised Subscribers

General Provisions

L3.2 Any Party which has successfully completed the SMKI and Repository Entry Process Tests for the purposes of Section H14.22(a) in respect of ~~either Certificate Policy~~any of the Certificate Policies, and any RDP which has successfully completed the SMKI and Repository Entry Process Tests for the purposes of Section H14.22(a) in respect of the Organisation Certificate Policy, may apply to become an Authorised Subscriber in accordance with, and by following the relevant procedures set out in, that Certificate Policy and the SMKI RAPP.

L3.3 The DCC shall authorise any Party or RDP to submit a Certificate Signing Request, and so to become an Authorised Subscriber, where that Party or RDP has successfully completed the relevant procedures and satisfied the criteria set out in the relevant Certificate Policy and the SMKI RAPP.

L3.4 The DCC shall provide any SMKI Services that may be requested by an Authorised Subscriber where the request is made by that Authorised Subscriber in accordance with the applicable requirements of the SMKI SEC Documents.

L3.5 The DCC shall ensure that in the provision of the SMKI Services it acts in accordance with Good Industry Practice.

Registration Data Providers

L3.6 Where a Registration Data Provider (other than an Electricity Network Party or Gas Network Party which is deemed to be an RDP, acting in its capacity as such) has become an Authorised Subscriber, the Network Party that nominated that Registration Data Provider shall ensure that the RDP complies with all of its obligations in that capacity under this Section L.

L3.7 Where a Registration Data Provider has been nominated as such by more than one Network Party:

(a) that RDP shall not, by virtue of acting in the capacity of an RDP for different Network Parties, be required to become a Subscriber for different Organisation Certificates;

(b) to the extent to which that RDP can be clearly identified as acting on behalf of one Network Party, that Network Party shall be subject to the requirements of Section L3.6 in respect of the actions of the RDP;

(c) to the extent to which that RDP cannot be clearly identified as acting on behalf of one Network Party, each of the Network Parties which nominated that RDP shall be subject to the requirements of Section L3.6 in respect of the actions of the RDP.

Determinations by the Panel

L3.8 Where the DCC has notified a Party or RDP that has applied to become an Authorised Subscriber that it does not consider that the Party or RDP has satisfied the criteria set out in the relevant Certificate Policy and the SMKI RAPP for that purpose, that Party or RDP may refer the matter to the Panel for determination.

L3.9 Following any reference made to it under Section L3.8, the Panel:

(a) shall determine whether the relevant Party or RDP satisfies the criteria set out in the relevant Certificate Policy and the SMKI RAPP; and

(b) where the Panel determines that the Party or RDP meets those criteria, it shall notify the DCC and the Party or RDP shall, subject to any other requirements

of the Certificate Policy or the SMKI RAPP, become an Authorised Subscriber.

L3.10 Subject to the provisions of Section L3.11, any such determination of the Panel shall be final and binding.

L3.11 Nothing in Sections L3.8 to L3.10 shall be taken to prevent any Party or RDP from making a new application to DCC to become an Authorised Subscriber, in accordance with Section L3.2, at any time.

Changes in Circumstance

L3.12 Where a Party or RDP which is an Authorised Subscriber becomes aware of a change in circumstance which would be likely, if it were to make a new application to the DCC to become an Authorised Subscriber, to affect whether it would satisfy the criteria set out in the relevant Certificate Policy and the SMKI RAPP for that purpose, it shall as soon as is reasonably practicable notify the DCC of that change in circumstance.

L3.13 Where the DCC receives a notification from an Authorised Subscriber in accordance with Section L3.12, or otherwise becomes aware of a change in circumstance of the nature referred to in that Section, it shall:

(a) assess whether that Party or RDP continues to satisfy the relevant criteria to be an Authorised Subscriber as set out in the relevant Certificate Policy and the SMKI RAPP; and

(b) where it determines that the Party or RDP does not continue to satisfy the relevant criteria, notify the Party or RDP which, subject to Section L3.14, shall cease to be an Authorised Subscriber in accordance with the Certificate Policy.

L3.14 Where the DCC has notified a Party or RDP in accordance with Section L3.13(b):

(a) the provisions of Section L3.8 to L3.11 shall apply as if that Party or RDP had made an unsuccessful application to become an Authorised Subscriber in respect of the relevant Certificate Policy; and

(b) where the relevant Certificate Policy is the Organisation Certificate Policy, the

DCC shall, subject to any determination made by the Panel in accordance with Section L3.9, revoke any Organisation Certificates for which that Party or RDP is the Subscriber;

(c) where the relevant Certificate Policy is the IKI Certificate Policy, the DCC shall, subject to any determination made by the Panel in accordance with Section L3.9, take such steps in relation to any IKI Certificates for which that Party or RDP is the Subscriber as may be set out in that Certificate Policy or in the SMKI RAPP .

Eligible Subscribers

~~L3.6~~L3.15 An Authorised Subscriber:

(a) shall be known as an "**Eligible Subscriber**" in respect of a Certificate if it is entitled to become a Subscriber for that Certificate; and

(b) will be entitled to become a Subscriber for a Certificate only if it is identified as an Eligible Subscriber in respect of that Certificate in accordance with the following provisions of this Section L3.

Device Certificates

~~L3.7~~L3.16 A Party which is an Authorised Subscriber in accordance with the Device Certificate Policy will be an Eligible Subscriber in respect of a Device Certificate only where that Subject of that Device Certificate is one that is identified with that Party in the table immediately below.

Party	**Subject**
The DCC	Either: (a) a Communications Hub Function; or (b) a Gas Proxy Function.
An Import Supplier	Either: (a) an Electricity Smart Meter; or

	(b) a Type 1 Device.
A Gas Supplier	Either: (a) a Gas Smart Meter; (b) a Gas Proxy Function; or (c) a Type 1 Device.
Any other Party	Either: (a) an Electricity Smart Meter (b) a Gas Smart Meter; or (c) a Type 1 Device, but only in so far as the SMI Status of that Device is not set to 'commissioned' or 'installed not commissioned'.

DCA Certificates

L3.17 Where the DCC (acting in its capacity as Root DCA or Issuing DCA) is an Authorised Subscriber in accordance with the Device Certificate Policy:

(a) it (and only it) will be an Eligible Subscriber in respect of DCA Certificates;

(b) (save for the purposes of the replacement of the Root DCA Certificate) it will be an Eligible Subscriber only in respect of a single Root DCA Certificate.

Organisation Certificates

L3.18 Where the DCC, a Network Party~~,~~ or another Party which is (or is to become) a User, or any RDP, is an Authorised Subscriber in accordance with the Organisation Certificate Policy, ~~it~~that person will be an Eligible Subscriber in respect of an Organisation Certificate only where:

(a) if the Subject of that Certificate is:

(i) either the DCC (acting pursuant to its powers or duties under the Code) or a DCC Service Provider, that ~~Party~~person is the DCC; or

(ii) ~~any Party other than~~not the DCC, that ~~Party~~person is the Subject of the Certificate; and

(b) if the value of the OrganisationalUnitName field in that Certificate is a Remote Party Role ~~Code~~corresponding to that listed in the table immediately below:

(i) ~~the Party~~that person is identified with that Remote Party Role ~~Code~~ in the second column of that table; and

(ii) the value of the subjectUniqueID field in the Certificate is a User ID or RDP ID associated with any such User Role or with an RDP as may be identified in the third column of that table.

Remote Party Role ~~Code~~	**Party**	**User Role or RDP**
Root	The DCC	[Not applicable]
Recovery	The DCC	[Not applicable]
Transitional CoS	The DCC	[Not applicable]
wanProvider	The DCC	[Not applicable]
Access Control Broker	The DCC	[Not applicable]
Issuing Authority	The DCC	[Not applicable]
networkOperator	A Network Party	Either: (a) Electricity Distributor; or (b) Gas Transporter.
supplier	A Supplier Party	Either:

		(a) Import Supplier; or (b) Gas Supplier.
otherUser	~~Any~~An RDP or any Party other than the DCC	Either: (a) Other User; (b) Registered Supplier Agent; (c) Registration Data Provider; or ~~(a)~~(d) Export Supplier.

OCA Certificates

L3.19 Where the DCC (acting in its capacity as Root OCA or Issuing OCA) is an Authorised Subscriber in accordance with the Organisation Certificate Policy:

(a) it (and only it) will be an Eligible Subscriber in respect of OCA Certificates;

(b) (save for the purposes of the replacement of the Root OCA Certificate) it will be an Eligible Subscriber only in respect of a single Root OCA Certificate.

IKI Certificates

L3.20 Any Party or RDP which is an Authorised Subscriber in accordance with the IKI Certificate Policy will be an Eligible Subscriber in respect of an IKI Certificate.

ICA Certificates

L3.21 Where the DCC (acting in its capacity as Root ICA or Issuing ICA) is an Authorised Subscriber in accordance with the IKI Certificate Policy:

(a) it (and only it) will be an Eligible Subscriber in respect of ICA Certificates;

(b) (save for the purposes of the replacement of the Root ICA Certificate) it will be an Eligible Subscriber only in respect of a single Root ICA Certificate.

Certificates for Commissioning of Devices

~~L3.20~~L3.22 The DCC shall:

(a) prior to the commencement of Interface Testing, or by such later date as may be specified by the Secretary of State, establish and lodge in the Repository; and

(b) subsequently maintain,

such of its Certificates as are necessary to facilitate the installation at premises of Devices that are capable of being Commissioned.

~~L3.21~~L3.23 For the purposes of Section L3.~~11~~22, the DCC shall ensure that the Certificates which are established, lodged in the Repository and subsequently maintained include at least the following:

(a) the Root OCA Certificate;

(b) the Issuing OCA Certificate;

(c) the Root DCA Certificate;

(d) the Issuing DCA Certificate;

(e) the Root ICA Certificate;

(f) the Issuing ICA Certificate;

~~(e)~~(g) the Recovery Certificate;

~~(f)~~(h) the DCC (Access Control Broker) - digitalSignature Certificate;

~~(g)~~(i) the DCC (Access Control Broker) – keyAgreement Certificate;

~~(h)~~(j) the DCC (wanProvider) Certificate; and

~~(i)~~(k) the DCC (transitionalCoS) Certificate.

~~L3.22~~L3.24 For the purposes of Sections L3.~~12(e) (i~~23(g) - (k), the Certificates which are referred to in those paragraphs mean Organisation Certificates in respect of which, in each case:

(a) the value of the KeyUsage field is that identified in relation to the Certificate in the second column of the table immediately below;

(b) the value of the OrganisationalUnitName field ~~is~~corresponds to the Remote Party Role ~~Code~~ identified in relation to the Certificate in the third column of that table; and

(c) the Certificate is used for the purposes of discharging the obligations of the DCC in the role identified in relation to it in the fourth column of that table.

Certificate	**KeyUsage Value**	**Remote Party Role ~~Code~~**	**DCC Role**
Recovery Certificate	digitalSignature	Recovery	The role of the DCC under the Recovery Procedure.
DCC (Access Control Broker) - digitalSignature Certificate	digitalSignature	AccessControlBroker	AccessControlBroker
DCC (Access Control Broker) – keyAgreement Certificate	KeyAgreement	AccessControlBroker	AccessControlBroker
DCC (wanProvider) Certificate	digitalSignature	wanProvider	wanProvider
DCC (transitionalCoS) Certificate	digitalSignature	Transitional CoS	The role of the DCC as CoS Party.

Definitions

~~L3.23~~L3.25 For the purposes of this Section L3:

(a) "**KeyUsage**" means the field referred to as such in the Organisation Certificate Policy;

(b) "**OrganisationalUnitName**" and "**subjectUniqueID**" mean those fields which are identified as such in the Organisation Certificate Profile at Annex B of the Organisation Certificate Policy; and

(c) "**AccessControlBroker**" and "**wanProvider**", when used in relation to the roles of the DCC, mean those roles which are identified as such, and have the meanings given to them, in the GB Companion Specification.

L4 THE SMKI SERVICE INTERFACE

DCC: Obligation to Maintain the SMKI Service Interface

L4.1 The DCC shall maintain the SMKI Service Interface in accordance with the SMKI Interface Design Specification and make it available, for sending and receiving communications in accordance with the SMKI Code of Connection, ~~to:~~via DCC Gateway Connections, to:

(a) Authorised Subscribers; and

(b) (where applicable) Parties for the purpose of undertaking SMKI Entry Process Testing.

L4.2 The DCC shall ensure that the SMKI Service Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3):

(a) from the date on which the DCC is first obliged to provide the SMKI Services in accordance with Section L3 (The SMKI Services); and

(b) prior to that date, on such dates and to such extent as is necessary for the purpose of facilitating SMKI Entry Process Testing.

The SMKI Service Interface

L4.3 For the purposes of this Section L4, the "**SMKI Service Interface**" means a communications interface designed to allow communications to be sent between an Authorised Subscriber and the DCC for the purposes of the SMKI Services.

SMKI Interface Design Specification

L4.4 For the purposes of this Section L4, the "**SMKI Interface Design Specification**" shall be a SEC Subsidiary Document of that name which:

(a) specifies the technical details of the SMKI Service Interface;

(b) includes the protocols and technical standards that apply to the SMKI Service Interface; and

(c) bases those technical standards on PKIX/IETF/PKCS open standards, where:

(i) PKIX is the Public Key Infrastructure for X.509 Certificates, being an IETF set of standards for certificate and certificate revocation list profiles as specified in IETF RFC 5280;

(ii) the IETF is the Internet Engineering Task Force; and

(iii) PKCS is the Public Key Cryptography Standard.

SMKI Code of Connection

L4.5 For the purposes of this Section L4, the "**SMKI Code of Connection**" shall be a SEC Subsidiary Document of that name which:

(a) sets out the way in which an Authorised Subscriber may access the SMKI Service Interface;

(b) specifies the procedure by which an Authorised Subscriber and the DCC may communicate over the SMKI Service Interface; and

(c) includes a description of the way in which the mutual authentication and protection of communications taking place over the SMKI Service Interface will operate.

SMKI Interface Document Development

L4.6 The DCC shall develop drafts of the SMKI Interface Design Specification and SMKI Code of Connection:

(a) in accordance with the process set out at Section L4.7; and

(b) so that the drafts are available by no later than the date which falls six months prior to the commencement of Systems Integration Testing or such later date as may be specified by the Secretary of State.

L4.7 The process set out in this Section L4.7 for the development of drafts of the SMKI Interface Design Specification and SMKI Code of Connection is that:

(a) the DCC shall, in consultation with the Parties and such other persons as it considers appropriate, produce a draft of each document;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of either document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the document;

(c) the DCC shall send a draft of each document to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft document to be fit for purpose; ~~and~~

(ii) ~~a summary~~copies of ~~any disagreements that arose during~~the consultation responses received; and

(iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

~~that have not been resolved by reaching an agreed proposal; and~~

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to either draft document, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of either document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

L5 THE SMKI REPOSITORY SERVICE

The SMKI Repository

L5.1 For the purposes of this Section L5, the "**SMKI Repository**" means a System for storing and (subject to the provisions of this Section) making available copies of the following:

(a) all Device Certificates;

(b) all DCA Certificates;

(c) all Organisation Certificates;

(d) all OCA Certificates;

(e) the IKI Certificates (to the extent required by the SMKI RAPP);

(f) all ICA Certificates;

~~(e)~~(g) all versions of the Device Certificate Policy;

~~(f)~~(h) all versions of the Organisation Certificate Policy;

~~(g)~~(i) all versions of the ~~RAPP~~IKI Certificate Policy;

(j) all versions of the SMKI RAPP;

~~(h)~~(k) all versions of the Recovery Procedure;

~~(i)~~(l) all versions of the SMKI Compliance Policy;

~~(j) all versions of~~ the ~~CRL;~~

~~(k)~~(m) ~~all versions~~latest version of the ~~ARL~~Organisation CRL;

(n) the latest version of the Organisation ARL;

(o) the latest version of the IKI CRL;

(p) the latest version of the IKI ARL;

~~(l)~~(q) such other documents or information as may be specified by the SMKI PMA from time to time; and

~~(m)~~(r) such other documents or information as the DCC, in its capacity as the provider of the SMKI Services, may from time to time consider appropriate.

The SMKI Repository Service

L5.2 The DCC shall establish, operate, maintain and make available the SMKI Repository in accordance with the provisions of this Section L5 (the "**SMKI Repository Service**").

L5.3 The DCC shall ensure that the documents and information described in Section L5.1 may be lodged in the SMKI Repository:

(a) by itself, for the purpose of providing the SMKI Services or complying with any other requirements placed on it under the Code; and

(b) (except in the case of Certificates, the CRL and the ARL) by the SMKI PMA, or by the Code Administrator acting on its behalf, for the purpose of fulfilling its functions under the Code.

L5.4 The DCC shall ensure that no person may lodge documents or information in the SMKI Repository other than in accordance with Section L5.3.

L5.5 The DCC shall ensure that the SMKI Repository may be accessed for the purpose of viewing and/or obtaining a copy of any document or information stored on it by:

(a) any Party or RDP which reasonably requires such access in accordance, or for any purpose associated, with the Code;

(b) the Panel (or the Code Administrator acting on its behalf); and

(c) the SMKI PMA (or the Code Administrator acting on its behalf).

L5.6 The DCC shall ensure that no person may access documents or information in the SMKI Repository other than in accordance with Section L5.5.

SMKI PMA: Role in relation to the SMKI Repository

L5.7 The SMKI PMA shall lodge each of the following documents in the SMKI Repository promptly upon the SMKI Repository Service first becoming available or (if later) the incorporation of that document into the Code:

(a) the Device Certificate Policy;

(b) the Organisation Certificate Policy;

~~(b)~~(c) the IKI Certificate Policy; and

~~(c)~~(d) the SMKI Compliance Policy.

L5.8 The SMKI PMA shall lodge in the SMKI Repository the modified version of each document referred to in Section L5.7 promptly upon any modification being made to that document in accordance with the Code.

L5.9 The SMKI PMA may require the DCC to lodge in the SMKI Repository such other documents or information as it may from time to time direct.

L5.10 Subject to Section L5.3, the SMKI PMA may lodge in the SMKI Repository such other documents or information as it may from time to time consider appropriate.

Parties: Duties in relation to the SMKI Repository

L5.11 Neither any Party nor RDP, or the SMKI PMA, may access the SMKI Repository for the purpose of viewing and/or obtaining a copy of any document or information stored on it except to the extent that it reasonably requires such access in accordance, or for any purpose associated, with the Code.

L6 THE SMKI REPOSITORY INTERFACE

DCC: Obligation to Maintain the SMKI Repository Interface

L6.1 The DCC shall maintain the SMKI Repository Interface in accordance with the SMKI Repository Interface Design Specification and make it available, via DCC Gateway Connections, to:

(a) the Parties and RDPs;

(b) the Panel (or the Code Administrator on its behalf); and

(c) the SMKI PMA (or the Code Administrator on its behalf),

to send and receive communications in accordance with the SMKI Repository Code of Connection and (where applicable) for the purpose of SMKI Entry Process Testing.

L6.2 The DCC shall ensure that the SMKI Repository Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3):

(a) from the date on which the DCC is first obliged to provide the SMKI Services in accordance with Section L3 (The SMKI Services); and

(b) prior to that date, on such dates and to such extent as is necessary for the purpose of facilitating SMKI Entry Process Testing.

The SMKI Repository Interface

L6.3 For the purposes of this Section L6, the "**SMKI Repository Interface**" means a communications interface designed to allow communications to be sent from and received by the SMKI Repository for the purposes of the SMKI Repository Service.

SMKI Repository Interface Design Specification

L6.4 For the purposes of this Section L6, the "**SMKI Repository Interface Design Specification**" shall be a SEC Subsidiary Document of that name which:

(a) specifies the technical details of the SMKI Repository Interface; and

(b) includes the protocols and technical standards that apply to the SMKI

Repository Interface.

SMKI Repository Code of Connection

L6.5 For the purposes of this Section L6, the "**SMKI Repository Code of Connection**" shall be a SEC Subsidiary Document of that name which:

(a) sets out the way in which the Parties, the RDPs, the Panel and the SMKI PMA may access the SMKI Repository Interface;

(b) specifies the procedure by which the Parties, the RDPs, the Panel and the SMKI PMA may communicate over the SMKI Repository Interface; and

(c) includes a description of the way in which the mutual authentication and protection of communications taking place over the SMKI Repository Interface will operate.

SMKI Repository Interface Document Development

L6.6 The DCC shall develop drafts of the SMKI Repository Interface Design Specification and SMKI Repository Code of Connection:

(a) in accordance with the process set out at Section L6.7; and

(b) so that the drafts are available by no later than the date which falls six months prior to the commencement of Systems Integration Testing or such later date as may be specified by the Secretary of State.

L6.7 The process set out in this Section L6.7 for the development of drafts of the SMKI Repository Interface Design Specification and SMKI Repository Code of Connection is that:

(a) the DCC shall, in consultation with the Parties and such other persons as it considers appropriate, produce a draft of each document;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of either document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the document;

(c) the DCC shall send a draft of each document to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft document to be fit for purpose; ~~and~~

(ii) copies of the consultation responses received; and

(iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

~~(ii)~~(iv) ~~a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal;~~

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to either document, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of either document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

L7 SMKI AND REPOSITORY ENTRY PROCESS TESTS

Eligibility Generally

L7.1 A Party or RDP shall not be entitled to:

(a) apply to become an Authorised Subscriber for the purposes of the Device Certificate Policy or the Organisation Certificate Policy (or both); or

(b) access the SMKI Repository,

until that Party or RDP has successfully completed the SMKI and Repository Entry Process Tests for the purposes of paragraph (a) or (b) above (as applicable).

L7.2 Only persons that are Parties or RDPs are eligible to complete the SMKI and Repository Entry Process Tests.

SMKI and Repository Entry Guide

L7.3 The DCC shall establish and arrange for the publication on the Website of a guide to the SMKI and Repository Entry Process Tests, which shall identify any information that a Party or RDP is required to provide in support of its application to complete the SMKI and Repository Entry Process Tests (whether for the purposes of Section L7.1(a) or (b) or both).

SMKI and Repository Entry Process Tests

L7.4 A Party or RDP that wishes to complete the SMKI and Repository Entry Process Tests (whether for the purposes of Section L7.1(a) or (b) or both) must apply to the DCC in compliance with any requirements identified in the guide referred to in Section L7.3.

L7.5 On receipt of ~~a Party's~~an application from a Party or RDP pursuant to Section L7.4, the DCC shall process ~~the~~that Party's or RDP's application to complete the SMKI and Repository Entry Process Tests in accordance with this Section L7.

SMKI and Repository Entry Process Test Requirements

L7.6 A Party or RDP wishing to:

(a) become an Authorised Subscriber for the purposes of the Device Certificate Policy or the Organisation Certificate Policy (or both) must have successfully completed the SMKI and Repository Entry Process Tests for that purpose; or

(b) access the SMKI Repository must have successfully completed the SMKI and Repository Entry Process Tests for that purpose.

L7.7 A Party or RDP will have successfully completed the SMKI and Repository Entry Process Tests for a particular purpose once that Party or RDP has received confirmation from the DCC that it has met the relevant requirements of Section L7.6.

L7.8 Once a Party or RDP has successfully completed the SMKI and Repository Entry Process Tests for a particular purpose, the DCC shall confirm the same to the Panel.

L8 SMKI PERFORMANCE STANDARDS AND DEMAND MANAGEMENT

SMKI Services: Target Response Times

L8.1 The DCC shall undertake the following activities within the following time periods (each such time period being, in respect of each such activity, the "**Target Response Time**" for that activity):

(a) in response to a single Certificate Signing Request, sending to an Eligible Subscriber either an Organisation Certificate or Device Certificate within 30 seconds of receipt of the Certificate Signing Request from that Eligible Subscriber over the SMKI Service Interface; and

(b) in response to a Batched Certificate Signing Request, sending to an Eligible Subscriber the number of Device Certificates that were requested:

(i) where the receipt of the Batched Certificate Signing Request from that Eligible Subscriber over the SMKI Service Interface occurred between the hours of 08:00 and 20:00 on any day, by no later than 08:00 on the following day; or

(ii) where the receipt of the Batched Certificate Signing Request from that Eligible Supplier over the SMKI Service Interface did not occur between the hours of 08:00 and 20:00, within 24 hours of the time of that receipt.

L8.2 For the purposes of Section L8.1, a "**Batched Certificate Signing Request**" is a single communication containing Certificate Signing Requests for the Issue of more than one but no more than 50,000 Device Certificates.

L8.3 For the purposes of Section L8.1, the concepts of 'sending' and 'receipt' are to be interpreted in accordance with the explanation of those concepts in the SMKI Interface Design Specification.

SMKI Repository Service: Target Response Time

L8.4 The DCC shall send to a Party, an RDP, the Panel or the SMKI PMA (as the case may be) a copy of any document or information stored on the SMKI Repository within 3

seconds of receipt of a request for that document from that person or body over the SMKI Repository Interface (and that time period shall be the "**Target Response Time**" for that activity).

L8.5 For the purposes of Section L8.4, the concepts of 'sending' and 'receipt' are to be interpreted in accordance with the explanation of those concepts in the SMKI Repository Interface Design Specification.

Code Performance Measures

L8.6 Each of the following performance measures constitute a Code Performance Measure (to which the following Target Service Level and Minimum Service Level will apply, measured over the following Performance Measurement Period):

No.	Code Performance Measure	Performance Measurement Period	Target Service Level	Minimum Service Level
7	Percentage of Certificates delivered within the applicable Target Response Time for the SMKI Services.	monthly	99%	96%
8	Percentage of documents stored on the SMKI Repository delivered within the applicable Target Response Time for the SMKI Repository Service.	monthly	99%	96%

SMKI Services: Managing Demand

L8.7 By the 15th Working Day of the months of December, March, June and September, each Party which is an Authorised Subscriber in accordance with the Device Certificate Policy shall provide the DCC with a forecast of the number of Certificate Signing Requests that the Authorised Subscriber will send in each of the 8 months following the end of the month in which such forecast is provided. Such forecast shall contain a breakdown of the total number of Certificate Signing Requests in respect of Device Certificates between those which request the Issue of a single Device Certificate and those which are Batched Certificate Signing Requests.

L8.8 The DCC shall monitor and record the aggregate number of Certificate Signing Requests sent by each Authorised Subscriber in total.

L8.9 By no later than the 10th Working Day following the end of each month, the DCC shall provide:

(a) each Authorised Subscriber with a report that sets out the number of Certificate Signing Requests sent by that Authorised Subscriber in respect of Device Certificates during that month (in total and broken down between those which request the Issue of a single Device Certificate and those which are Batched Certificate Signing Requests), and comparing the actual numbers sent against the numbers most recently forecast for the applicable month; and

(b) (in so far as there were one or more Parties or RDPs which were Authorised Subscribers during the applicable month) a report to the Panel that sets out:

(i) the aggregate number of Certificate Signing Requests in respect of Device Certificates sent by all Authorised Subscribers collectively during that month (in total and broken down between those which request the Issue of a single Device Certificate and those which are Batched Certificate Signing Requests), and comparing the actual numbers for that month sent against the numbers most recently forecast for the applicable month; and

(ii) where the number of Certificate Signing Requests in respect of Device Certificates sent by any Authorised Subscriber during that month is greater than or equal to 110% of the Authorised Subscriber's most recent monthly forecast for the applicable month, the identity of each such Authorised Subscriber and the number of Certificate Signing Requests in respect of Device Certificates sent by each such Authorised Subscriber (in total and broken down between those which request the Issue of a single Device Certificate and those which are Batched Certificate Signing Requests)

L8.10 The Panel shall publish each report provided to it pursuant to Section L8.9(b) on the Website, save that the Panel may decide not to publish one or more parts of a report

concerning under-forecasting as referred to in Section L8.9(b)(ii) where the Panel considers that the under-forecasting was reasonable in the circumstances (including where it arose as a result of matters beyond the Authorised Subscriber's reasonable control).

L8.11 The DCC shall, as soon as is reasonably practicable, submit a Modification Proposal containing rules that it considers appropriate to enable the prioritisation by the DCC of Certificate Signing Requests in respect of Device Certificates sent over the SMKI Service Interface in circumstances in which the aggregate demand for the Issue of Device Certificates cannot be satisfied within the applicable Target Response Times.

L8.12 The DCC shall not be considered to be in breach of this Code with regard to the obligation to achieve the Target Response Times set out at Section L8.1 if, during the month in question, the aggregate Certificate Signing Requests in respect of Device Certificates sent by all Authorised Subscribers exceeds 110% of the aggregate demand most recently forecast for that month by all Authorised Subscribers pursuant to Section L8.7 (provided that the DCC shall nevertheless in such circumstances use its reasonable endeavours to achieve the Target Response Times).

L9 THE SMKI DOCUMENT SET

Obligations on the SMKI PMA

L9.1 The SMKI PMA shall exercise the functions that are allocated to it under and (in so far as they apply to it) comply with the requirements of the SMKI Document Set.

Obligations on SMKI Participants

L9.2 Each SMKI Participant shall (in so far as they apply to it) comply with the requirements of the SMKI SEC Documents.

The SMKI Document Set

L9.3 For the purposes of this Section L, the "**SMKI Document Set**" means:

(a) the SMKI SEC Documents;

(b) the Device CPS; ~~and~~

(c) the Organisation CPS; and

~~(c)~~(d) the IKI CPS.

The SMKI SEC Documents

L9.4 For the purposes of this Section L, the "**SMKI SEC Documents**" means the provisions of the Code comprising:

(a) the following SEC Subsidiary Documents:

(i) the Device Certificate Policy;

(ii) the Organisation Certificate Policy;

(iii) the IKI Certificate Policy;

~~(iii)~~(iv) the SMKI Compliance Policy;

~~(iv)~~(v) the SMKI RAPP;

~~(v)~~(vi) the Recovery Procedure;

~~(vi)~~(vii) the SMKI Interface Design Specification;

~~(vii)~~(viii) the SMKI Code of Connection;

~~(viii)~~(ix) the SMKI Repository Interface Design Specification;

~~(ix)~~(x) the SMKI Repository Code of Connection;

~~(x)~~(xi) the SMKI and Repository Test Scenarios Document;

(b) the provisions of ~~this Section L~~Sections L1 to L12; and

(c) every other provision of the Code which relates to the provision or the use of the SMKI Services or the SMKI Repository Service or to any matters directly arising from or affecting the provision or the use of those Services.

The Registration Authority Policies and Procedures: Document Development

L9.5 The DCC shall develop a draft of the SMKI RAPP:

(a) to make provision for such matters as are specified in the Certificate Policies as being matters provided for in the SMKI RAPP;

(b) to make provision for such other matters as are necessary or appropriate in relation to the exercise of its functions as the Registration Authority;

(c) in accordance with the process set out at Section L9.6; and

(d) so that the draft is available by no later than the date which falls six months prior to the commencement of Systems Integration Testing or such later date as may be specified by the Secretary of State.

L9.6 The process set out in this Section L9.6 for the development of a draft of the SMKI RAPP is that:

(a) the DCC shall, in consultation with the Parties and such other persons as it considers appropriate, produce a draft of the SMKI RAPP;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of the SMKI RAPP, the DCC shall endeavour to

reach an agreed proposal with that person consistent with the purposes of the SMKI RAPP specified in Section L9.5;

(c) the DCC shall send a draft of the SMKI RAPP to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft to be fit for purpose; and

(ii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft of the SMKI RAPP, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

The Device Certification Practice Statement

L9.7 The DCC shall establish, give effect to, maintain and comply with a document which shall be known as the "**Device CPS**".

L9.8 The Device CPS shall be a document which:

(a) sets out the policies and procedures of the DCC designed to ensure that it will comply with the requirements of the Device Certificate Policy;

(b) incorporates the detailed operating procedures to be used by the DCC for the purposes of its compliance with the requirements of that Policy;

(c) incorporates such other provisions as may be required by or in accordance with that Policy or any other part of the Code; and

(d) is approved by the SMKI PMA as appropriate for these purposes.

L9.9 For the purposes of the approval of the Device CPS by the SMKI PMA in accordance with Section L9.8(d):

(a) the DCC shall submit an initial draft of the Device CPS to the SMKI PMA by no later than the date which falls three months prior to the commencement of Systems Integration Testing or such later date as may be agreed by the SMKI PMA;

(b) the SKMI PMA shall review the initial draft of the Device CPS and shall:

(i) approve the draft, which shall become the Device CPS; or

(ii) state that it will approve the draft subject to the DCC first making such amendments to the document as it may direct; and

(c) the DCC shall make any amendments to the draft Device CPS that may be directed by the SMKI PMA, and the amended draft shall become the Device CPS.

L9.10 The DCC shall keep the Device CPS under review, and shall in particular carry out a review of the Device CPS whenever (and to the extent to which) it may be required to so by the SMKI PMA.

L9.11 Following any review of the Device CPS:

(a) the DCC may propose amendments to it, which it shall submit to the SMKI PMA for its approval; and

(b) those amendments may be made only to the extent to which the SMKI PMA has approved them.

L9.12 Both the DCC and the SMKI PMA shall treat the Device CPS as confidential.

The Organisation Certification Practice Statement

L9.13 The DCC shall establish, give effect to, maintain and comply with a document which shall be known as the "**Organisation CPS**".

L9.14 The Organisation CPS shall be a document which:

(a) sets out the policies and procedures of the DCC designed to ensure that it will comply with the requirements of the Organisation Certificate Policy;

(b) incorporates the detailed operating procedures to be used by the DCC for the purposes of its compliance with the requirements of that Policy;

(c) incorporates such other provisions as may be required by or in accordance with that Policy or any other part of the Code; and

(d) is approved by the SMKI PMA as appropriate for these purposes.

L9.15 For the purposes of the approval of the Organisation CPS by the SMKI PMA in accordance with Section L9.14(d):

(a) the DCC shall submit an initial draft of the Organisation CPS to the SMKI PMA by no later than the date which falls three months prior to the commencement of Systems Integration Testing or such later date as may be agreed by the SMKI PMA;

(b) the SKMI PMA shall review the initial draft of the Organisation CPS and shall:

(i) approve the draft, which shall become the Organisation CPS; or

(ii) state that it will approve the draft subject to the DCC first making such amendments to the document as it may direct; and

(c) the DCC shall make any amendments to the draft Organisation CPS that may be directed by the SMKI PMA, and the amended draft shall become the Organisation CPS.

L9.16 The DCC shall keep the Organisation CPS under review, and shall in particular carry out a review of the Organisation CPS whenever (and to the extent to which) it may be required to so by the SMKI PMA.

L9.17 Following any review of the Organisation CPS:

(a) the DCC may propose amendments to it, which it shall submit to the SMKI PMA for its approval; and

(b) those amendments may be made only to the extent to which the SMKI PMA has approved them.

L9.18 Both the DCC and the SMKI PMA shall treat the Organisation CPS as confidential.

The IKI Certification Practice Statement

L9.19 The DCC shall establish, give effect to, maintain and comply with a document which shall be known as the "**IKI CPS**".

L9.20 The IKI CPS shall be a document which:

(a) sets out the policies and procedures of the DCC designed to ensure that it will comply with the requirements of the IKI Certificate Policy;

(b) incorporates the detailed operating procedures to be used by the DCC for the purposes of its compliance with the requirements of that Policy;

(c) incorporates such other provisions as may be required by or in accordance with that Policy or any other part of the Code; and

(d) is approved by the SMKI PMA as appropriate for these purposes.

L9.21 For the purposes of the approval of the IKI CPS by the SMKI PMA in accordance with Section L9.20(d):

(a) the DCC shall submit an initial draft of the IKI CPS to the SMKI PMA by no later than the date which falls one month prior to the commencement of Systems Integration Testing or such later date as may be agreed by the SMKI PMA;

(b) the SKMI PMA shall review the initial draft of the IKI CPS and shall:

(i) approve the draft, which shall become the IKI CPS; or

(ii) state that it will approve the draft subject to the DCC first making such

amendments to the document as it may direct; and

(c) the DCC shall make any amendments to the draft IKI CPS that may be directed by the SMKI PMA, and the amended draft shall become the IKI CPS.

L9.22 The DCC shall keep the IKI CPS under review, and shall in particular carry out a review of the IKI CPS whenever (and to the extent to which) it may be required to so by the SMKI PMA.

L9.23 Following any review of the IKI CPS:

(a) the DCC may propose amendments to it, which it shall submit to the SMKI PMA for its approval; and

(b) those amendments may be made only to the extent to which the SMKI PMA has approved them.

L9.24 Both the DCC and the SMKI PMA shall treat the IKI CPS as confidential.

Enquiries in relation to the SMKI Document Set

~~L9.19~~L9.25 The DCC shall respond within a reasonable time to any reasonable request for information made by a Party or RDP in relation to the SMKI Services, the SMKI Repository Services or the SMKI Document Set, but excluding any request for a copy of any document or information which can be accessed through the SMKI Repository.

L10 THE SMKI RECOVERY PROCEDURE

The SMKI Recovery Procedure

L10.1 For the purposes of this Section L10, the "**SMKI Recovery Procedure**" shall be a SEC Subsidiary Document of that name which sets out, in relation to any incident in which a Relevant Private Key is Compromised:

(a) the mechanism by which ~~Users~~Parties and RDPs may notify the DCC and the DCC may notify ~~Users~~Parties, RDPs and the SMKI PMA that the Relevant Private Key has been Compromised;

(b) procedures relating to:

(i) the establishment and re-generation of a Recovery Key Pair and Issue of an associated Recovery Certificate;

(ii) the establishment and re-generation of a Contingency Key Pair;

(iii) the establishment and re-generation of a Symmetric Key to encrypt and decrypt the Contingency Public Key;

(iv) the storage of the Recovery Private Key and Contingency Private Key;

(v) the use of the Recovery Private Key and Contingency Private Key (including the use of the Symmetric Key); and

(vi) the distribution of new Root OCA Certificates and Organisation Certificates to Devices;

(c) steps to be taken by the DCC, the Parties (or any of them, whether individually or by Party Category~~)~~), RDPs and the SMKI PMA, including in particular in respect of:

(i) notification of the Compromise; and

(ii) the process for recovering from the Compromise (which may differ depending on the Relevant Private Key that has been Compromised, and the nature and extent of the Compromise and any adverse effect

arising from it); and

(d) arrangements for periodic testing of the operation of the matters described in paragraphs (a) to (c) and the associated technical solutions employed by the DCC.

L10.2 The SMKI Recovery Procedure may make provision:

(a) that, in specified circumstances, certain requirements of the SMKI Recovery Procedure, or of decisions made under and accordance with the provisions of the SMKI Recovery Procedure, may take precedence over the other provisions of the Code; and

(b) for the operation of procedures which, in specified circumstances, require that decisions over whether or not to take certain steps are referred to the SMKI PMA or to the Panel for their determination.

L10.3 Where the DCC follows any of the procedures specified in the SMKI Recovery Procedure, it shall, as soon as is reasonably practicable, notify the SMKI PMA of the steps that it has taken and provide such additional supporting information as the PMA reasonably requests.

Recovery Procedure: Obligations

~~L10.2~~L10.4 The DCC, each Party and the SMKI PMA shall comply (in so far as they apply to it) with any requirements set out in the SMKI Recovery Procedure.

~~L10.3~~L10.5 The DCC shall reimburse the reasonable costs of any Party associated with supporting the maintenance and use of the procedures and arrangements set out in the SMKI Recovery Procedure.

Recovery Procedure: Document Development

~~L10.4~~L10.6 The DCC shall develop a draft of the SMKI Recovery Procedure:

(a) in accordance with the process set out at Section L10.~~5~~7; and

(b) so that the draft is available by no later than the date which falls six months prior to the commencement of Systems Integration Testing or such later date

as may be specified by the Secretary of State.

~~L10.5~~L10.7 The process set out in this Section L10.~~5~~7 for the development of a draft of the SMKI Recovery Procedure is that:

(a) the DCC shall, in consultation with ~~Users~~the Parties, the SMKI PMA and such other persons as it considers appropriate, produce a draft of the SMKI Recovery Procedure;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of the SMKI Recovery Procedure, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the SMKI Recovery Procedure specified in Section L10.1;

(c) the DCC shall send a draft of the SMKI Recovery Procedure to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft to be fit for purpose; and

(ii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft of the SMKI Recovery Procedure, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

Recovery Procedure: Definitions

~~L10.6~~L10.8 For the purposes of this Section L10:

(a) a "**Relevant Private Key**" means a Private Key which is associated with a Public Key contained in:

(i) any Organisation Certificate or OCA Certificate that is held on a Device comprising part of an Enrolled Smart Metering System; or

(ii) any OCA Certificate that was used as part of the process of Issuing any such Organisation Certificate or OCA Certificate;

(b) a "**Recovery Key Pair**" means a Key Pair established by the DCC for the purposes of the replacement of Organisation Certificates on Devices after a Relevant Private Key has been Compromised, and:

(i) a "**Recovery Private Key**" means the Private Key which is part of that Key Pair; and

(ii) a "**Recovery Certificate**" means an Organisation Certificate Issued by the OCA and containing the Public Key which is part of that Key Pair; and

(c) a "**Contingency Key Pair**" means a Key Pair established by the DCC for the purposes of the replacement of Root OCA Certificates on Devices after a Relevant Private Key has been Compromised, and comprising:

(i) a "**Contingency Private Key**", being the Private Key which is part of that Key Pair; and

(ii) a "**Contingency Public Key**", being the Public Key which is part of that Key Pair and which is stored in the WrappedApexContingencyKey field of the Root OCA Certificate (being the field identified as such in the Root OCA Certificate Profile at Annex B of the Organisation Certificate Policy).

L11 THE SUBSCRIBER OBLIGATIONS

Certificate Signing Requests

L11.1 Each Eligible Subscriber shall ensure that all of the information contained in each Certificate Signing Request made by it is true and accurate.

L11.2 No Eligible Subscriber may make a Certificate Signing Request which contains:

(a) any information that constitutes a trade mark, unless it is the holder of the Intellectual Property Rights in relation to that trade mark; or

(b) any confidential information which would be contained in a Certificate Issued in response to that Certificate Signing Request.

~~**Acceptance of Organisation Certificates**~~

L11.3 Each Eligible Subscriber shall ensure that any Public Key which is included within a Certificate Signing Request is part of a Key Pair that has been generated using random numbers which are such as to make it computationally infeasible to regenerate that Key Pair even with knowledge of when and by means of what equipment it was generated.

Subscribing for or Rejecting Organisation Certificates

~~L11.3~~L11.4 Where any Organisation Certificate is Issued to an Eligible Subscriber in response to a Certificate Signing Request, that Eligible Subscriber shall:

(a) establish whether the information contained in that Certificate is consistent with information that was contained in the Certificate Signing Request;~~ and~~

(b) if it identifies that the Certificate contains any information which is untrue or inaccurate:

(i) ~~not accept~~reject that Certificate; and

(ii) immediately inform the DCC that it ~~cannot accept~~rejects the Certificate and give to the DCC its reasons for doing so~~.~~; and

(c) ~~**Acceptance of**~~where it does not reject the Certificate, become a Subscriber for that Certificate.

Subscribing for or Rejecting Device Certificates

~~L11.4~~L11.5 Where any Device Certificate is Issued to an Eligible Subscriber in response to a Certificate Signing Request, that Eligible Subscriber shall:

(a) use its reasonable endeavours to establish whether the information contained in that Certificate is consistent with information that was contained in the Certificate Signing Request; ~~and~~

(b) if it identifies that the Certificate contains any information which is untrue or inaccurate:

(i) ~~not accept~~reject that Certificate; and

(ii) immediately inform the DCC that it ~~cannot accept~~rejects the Certificate and give to the DCC its reasons for doing so; and

(c) where it does not reject the Certificate, become a Subscriber for that Certificate.

Use of Certificates

~~L11.5~~L11.6 Each Subscriber shall ensure that it does not use any Certificate, or Private Key associated with a Public Key contained in that Certificate, held by it other than for the purposes of creating, sending, receiving and processing communications sent to and from Devices and the DCC pursuant to the Code.

Organisation and IKI Certificates: Protection of Private Keys

~~L11.6~~L11.7 Each Subscriber shall (in addition, if it is the DCC ~~or~~, a User or an RDP, to its obligations under Section G (Security)) use its reasonable endeavours to ensure that no Compromise occurs to any:

(a) Private Key which is associated with a Public Key contained in ~~a~~an Organisation Certificate or IKI Certificate for which it is the Subscriber; or

(b) Secret Key Material associated with that Private Key.

Organisation Certificates: Expiry of Validity Period

~~L11.7~~L11.8 Each Subscriber shall, ~~on~~prior to the expiry of the Validity Period of an Organisation Certificate or OCA Certificate for which it is the Subscriber:

(a) request a replacement for that Certificate by applying for the Issue of a new Organisation Certificate or OCA Certificate in accordance with the provisions of the Organisation Certificate Policy; and

(b) ensure that any copy of that Certificate held on any Device is replaced by a copy of the new ~~Organisation~~ Certificate Issued to it by the OCA.

L12 RELYING PARTY OBLIGATIONS

Relying Parties

L12.1 For the purposes of this Section L12, a 'Relying Party' in relation to an Organisation Certificate ~~or~~, OCA Certificate, IKI Certificate or ICA Certificate means any Party or RDP which relies on the Certificate for the purposes of creating, sending, receiving or processing communications sent to and from a Device or another Party or RDP pursuant to this Code.

L12.2 For the purposes of Section L12.1, a Relying Party shall be deemed to include:

(a) in the case of a Device which relies on a Certificate, the Responsible Supplier for that Device; and

(b) in the case of a Communications Hub Function or Gas Proxy Function which relies on a Certificate, the DCC.

Duties in relation to Organisation Certificates ~~and OCA~~, OCA Certificates IKI Certificates and ICA Certificates

L12.3 Each Relying Party shall:

(a) before relying on any Organisation Certificate:

(i) check the ~~most up to date~~ version of the Organisation CRL on the SMKI Repository, in accordance with the GB Companion Specification; and

(ii) where that Certificate is shown on the Organisation CRL as having been revoked, not rely on the Certificate; ~~and~~

(b) before relying on any OCA Certificate:

(i) check the ~~most up to date~~ version of the Organisation ARL on the SMKI Repository, in accordance with the GB Companion Specification; and

(ii) where that Certificate is shown on the Organisation ARL as having

been revoked, not rely on the Certificate;

(c) before relying on any IKI Certificate:

(i) check the version of the IKI CRL on the SMKI Repository, in accordance with the GB Companion Specification; and

(ii) where that Certificate is shown on the IKI CRL as having been revoked, not rely on the Certificate; and

(d) before relying on any ICA Certificate:

(i) check the version of the IKI ARL on the SMKI Repository, in accordance with the GB Companion Specification; and

(ii) where that Certificate is shown on the IKI ARL as having been revoked, not rely on the Certificate.

L12.4 No Relying Party may rely on an Organisation Certificate or IKI Certificate where the Validity Period of that Certificate has expired.

L12.5 No Relying Party may rely on an Organisation Certificate ~~or OCA~~, OCA Certificate, IKI Certificate or ICA Certificate where it suspects that the Certificate has been Compromised.

L12.6 Each Relying Party shall use its reasonable endeavours, by means of appropriate Systems, to verify Digital Signatures, Check Cryptographic Protection, Confirm Validity and perform other appropriate cryptographic operations before relying on any Organisation Certificate ~~or OCA~~, OCA Certificate, IKI Certificate or ICA Certificate.

L13 DCC KEY INFRASTRUCTURE

The DCCKI Services

The DCCKI Services

L13.1 For the purposes of this Section L13, the "**DCCKI Services**" means all of the activities undertaken by the DCC in its capacity as the DCCKI Certification Authority in accordance with the applicable requirements of the Code.

DCCKI Authorised Subscribers

L13.2 Any Party or RDP may apply to become a DCCKI Authorised Subscriber in accordance with, and by following the relevant procedures set out in, the DCCKI Certificate Policy and the DCCKI RAPP.

L13.3 The DCC shall authorise any Party or RDP to submit a DCCKI Certificate Signing Request, and so to become a DCCKI Authorised Subscriber, where that Party or RDP has successfully completed the relevant procedures and satisfied the criteria set out in the DCCKI Certificate Policy and the DCCKI RAPP.

L13.4 The DCC shall provide any DCCKI Services that may be requested by a DCCKI Authorised Subscriber where the request is made by that DCCKI Authorised Subscriber in accordance with the applicable requirements of the DCCKI SEC Documents.

L13.5 The DCC shall ensure that in the provision of DCCKI Services it acts in accordance with Good Industry Practice.

Registration Data Providers

L13.6 Where a Registration Data Provider (other than an Electricity Network Party or Gas Network Party which is deemed to be an RDP, acting in its capacity as such) has become a DCCKI Authorised Subscriber, the Network Party that nominated that Registration Data Provider shall ensure that the RDP complies with all of its obligations in that capacity under this Section L13.

L13.7 Where a Registration Data Provider has been nominated as such by more than one

Network Party:

(a) to the extent to which that RDP can be clearly identified as acting on behalf of one Network Party, that Network Party shall be subject to the requirements of Section L13.6 in respect of the actions of the RDP;

(b) to the extent to which that RDP cannot be clearly identified as acting on behalf of one Network Party, each of the Network Parties which nominated that RDP shall be subject to the requirements of Section L13.6 in respect of the actions of the RDP.

DCCKI Eligible Subscribers

L13.8 A DCCKI Authorised Subscriber:

(a) shall be known as a "**DCCKI Eligible Subscriber**" in respect of a DCCKI Certificate if it is entitled to become a DCCKI Subscriber for that DCCKI Certificate; and

(b) will be entitled to become a DCCKI Subscriber for a DCCKI Certificate only if it is identified as a DCCKI Eligible Subscriber in respect of that DCCKI Certificate in accordance with the provisions of the DCCKI Certificate Policy and the DCCKI RAPP.

DCCKI Subscribers

L13.9 A Party or RDP shall be entitled to become a DCCKI Subscriber in accordance with, and by following the relevant procedures set out in, the DCCKI Certificate Policy and the DCCKI RAPP.

The DCCKI Service Interface

DCC: Obligation to Maintain the DCCKI Service Interface

L13.10 The DCC shall maintain the DCCKI Service Interface in accordance with the DCCKI Interface Design Specification and make it available, to DCCKI Authorised Subscribers, for sending and receiving communications in accordance with the DCCKI Code of Connection.

L13.11 The DCC shall ensure that the DCCKI Service Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3):

(a) from the date on which the DCC is first obliged to provide the DCCKI Services in accordance with this Section L13; and

(b) prior to that date, on such dates and to such extent as is necessary for the purpose of facilitating Entry Process Testing.

The DCCKI Service Interface

L13.12 For the purposes of this Section L13, the "**DCCKI Service Interface**" means a communications interface designed to allow communications to be sent between a DCCKI Authorised Subscriber and the DCC for the purposes of the DCCKI Services.

DCCKI Interface Design Specification

L13.13 For the purposes of this Section L13, the "**DCCKI Interface Design Specification**" shall be a SEC Subsidiary Document of that name which:

(a) specifies the technical details of the DCCKI Service Interface;

(b) includes the protocols and technical standards that apply to the DCCKI Service Interface; and

(c) bases those technical standards on PKIX/IETF/PKCS open standards, where:

(i) PKIX is the Public Key Infrastructure for X.509 Certificates, being an IETF set of standards for certificate and certificate revocation list profiles as specified in IETF RFC 5280;

(ii) the IETF is the Internet Engineering Task Force; and

(iii) PKCS is the Public Key Cryptography Standard.

DCCKI Code of Connection

L13.14 For the purposes of this Section L13, the "**DCCKI Code of Connection**" shall be a

SEC Subsidiary Document of that name which:

(a) sets out the way in which DCCKI Authorised Subscribers may access the DCCKI Service Interface;

(b) specifies the procedure by which DCCKI Authorised Subscribers and the DCC may communicate over the DCCKI Service Interface; and

(c) includes a description of the way in which the mutual authentication and protection of communications taking place over the DCCKI Service Interface will operate.

DCCKI Interface Document Development

L13.15 The DCC shall develop drafts of the DCCKI Interface Design Specification and DCCKI Code of Connection:

(a) in accordance with the process set out at Section L13.16; and

(b) so that the drafts are available by no later than the commencement of Systems Integration Testing or 2 March 2015 (whichever is earlier), or such later date as may be specified by the Secretary of State.

L13.16 The process set out in this Section L13.16 for the development of drafts of the DCCKI Interface Design Specification and DCCKI Code of Connection is that:

(a) the DCC shall, in consultation with the Parties, RDPs and such other persons as it considers appropriate, produce a draft of each document;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of either document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the document;

(c) the DCC shall send a draft of each document to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft document

to be fit for purpose; and

(ii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to either draft document, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of either document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

The DCCKI Repository Service

The DCCKI Repository

L13.17 For the purposes of this Section L13, the "**DCCKI Repository**" means a System for storing and (subject to the provisions of this Section) making available copies of the following:

(a) all DCCKI Certificates;

(b) all DCCKI CA Certificates;

(c) all versions of the DCCKI Certificate Policy;

(d) all versions of the DCCKI RAPP;

(e) the latest version of the DCCKI CRL;

(f) the latest version of the DCCKI ARL;

(g) such other documents or information as may be specified by the SMKI PMA from time to time; and

(h) such other documents or information as the DCC, in its capacity as the provider of the DCCKI Services, may from time to time consider appropriate.

The DCCKI Repository Service

L13.18 The DCC shall establish, operate, maintain and make available the DCCKI Repository in accordance with the provisions of this Section L13 (the "**DCCKI Repository Service**").

L13.19 The DCC shall ensure that the documents and information described in Section L13.17 may be lodged in the DCCKI Repository by itself for the purpose of providing the DCCKI Services or complying with any other requirements placed on it under the Code.

L13.20 The DCC shall ensure that no person may lodge documents or information in the DCCKI Repository other than in accordance with Section L13.19.

L13.21 The DCC shall ensure that the DCCKI Repository may be accessed for the purpose of viewing and/or obtaining a copy of any document or information stored on it by any Party or RDP which reasonably requires such access in accordance, or for any purpose associated, with the Code.

L13.22 The DCC shall ensure that no person may access documents or information in the DCCKI Repository other than in accordance with Section L13.21.

L13.23 The DCC shall make available a copy of any document stored on the DCCKI Repository to the Panel or the SMKI PMA (or the Code Administrator acting on their behalf) following receipt of a reasonable request to do so.

Parties: Duties in relation to the DCCKI Repository

L13.24 No Party or RDP may access the DCCKI Repository for the purpose of viewing and/or obtaining a copy of any document or information stored on it except to the extent that it reasonably requires such access in accordance, or for any purpose associated, with the Code.

The DCCKI Repository Interface

DCC: Obligation to Maintain the DCCKI Repository Interface

L13.25 The DCC shall maintain the DCCKI Repository Interface in accordance with the

DCCKI Repository Interface Design Specification and make it available to the Parties and to RDPs to send and receive communications in accordance with the DCCKI Repository Code of Connection and (where applicable) for the purpose of Entry Process Testing.

L13.26 The DCC shall ensure that the DCCKI Repository Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3):

(a) from the date on which the DCC is first obliged to provide the DCCKI Services in accordance with this Section L13; and

(b) prior to that date, on such dates and to such extent as is necessary for the purpose of facilitating Entry Process Testing.

The DCCKI Repository Interface

L13.27 For the purposes of this Section L13, the "**DCCKI Repository Interface**" means a communications interface designed to allow communications to be sent from and received by the DCCKI Repository for the purposes of the DCCKI Repository Service.

DCCKI Repository Interface Design Specification

L13.28 For the purposes of this Section L13, the "**DCCKI Repository Interface Design Specification**" shall be a SEC Subsidiary Document of that name which:

(a) specifies the technical details of the DCCKI Repository Interface; and

(b) includes the protocols and technical standards that apply to the DCCKI Repository Interface.

DCCKI Repository Code of Connection

L13.29 For the purposes of this Section L13, the "**DCCKI Repository Code of Connection**" shall be a SEC Subsidiary Document of that name which sets out the way in which the Parties and RDPs may access the DCCKI Repository Interface.

DCCKI Repository Interface Document Development

L13.30 The DCC shall develop drafts of the DCCKI Repository Interface Design Specification and DCCKI Repository Code of Connection:

(a) in accordance with the process set out at Section L13.31; and

(b) so that the drafts are available by no later than the commencement of Systems Integration Testing or 2 March 2015 (whichever is earlier), or such later date as may be specified by the Secretary of State.

L13.31 The process set out in this Section L13.31 for the development of drafts of the DCCKI Repository Interface Design Specification and DCCKI Repository Code of Connection is that:

(a) the DCC shall, in consultation with the Parties, RDPs and such other persons as it considers appropriate, produce a draft of each document;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of either document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the document;

(c) the DCC shall send a draft of each document to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft document to be fit for purpose; and

(ii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to either draft document, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of either document; and

(ii) any requirement as to the process to be followed by the DCC (and the

time within which that process shall be completed) prior to submitting a further such draft.

The DCCKI Document Set

Obligations on the SMKI PMA

L13.32 The SMKI PMA shall exercise the functions that are allocated to it under and (in so far as they apply to it) comply with the requirements of the DCCKI Document Set.

Obligations on DCCKI Participants

L13.33 Each DCCKI Participant shall (in so far as they apply to it) comply with the requirements of the DCCKI SEC Documents.

The DCCKI Document Set

L13.34 For the purposes of this Section L13, the "**DCCKI Document Set**" means:

(a) the DCCKI SEC Documents; and

(b) the DCCKI CPS.

The DCCKI SEC Documents

L13.35 For the purposes of this Section L13, the "**DCCKI SEC Documents**" means the provisions of the Code comprising:

(a) the following SEC Subsidiary Documents:

(i) the DCCKI Certificate Policy;

(ii) the DCCKI RAPP;

(iii) the DCCKI Interface Design Specification;

(iv) the DCCKI Code of Connection;

(v) the DCCKI Repository Interface Design Specification;

(vi) the DCCKI Repository Code of Connection;

(b) the provisions of this Section L13; and

(c) every other provision of the Code which relates to the provision or the use of the DCCKI Services or the DCCKI Repository Service or to any matters directly arising from or affecting the provision or the use of those Services.

The DCCKI Registration Authority Policies and Procedures: Document Development

L13.36 The DCC shall develop a draft of the DCCKI RAPP:

(a) to make provision for such matters as are specified in the DCCKI Certificate Policy as being matters provided for in the DCCKI RAPP;

(b) to make provision for such other matters as are necessary or appropriate in relation to the exercise of its functions as the DCCKI Registration Authority;

(c) in accordance with the process set out at Section L13.37;

(d) so that the draft is available by no later than the commencement of Systems Integration Testing or 2 March 2015 (whichever is earlier), or such later date as may be specified by the Secretary of State.

L13.37 The process set out in this Section L13.37 for the development of a draft of the DCCKI RAPP is that:

(a) the DCC shall, in consultation with the Parties, RDPs and such other persons as it considers appropriate, produce a draft of the DCCKI RAPP;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of the DCCKI RAPP, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the DCCKI RAPP specified in Section L13.36;

(c) the DCC shall send a draft of the DCCKI RAPP to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft to be fit

for purpose; and

(ii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal;

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft of the DCCKI RAPP, including in particular:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

The DCCKI Certification Practice Statement

L13.38 The DCC shall establish, give effect to, maintain and comply with a document which shall be known as the "**DCCKI CPS**".

L13.39 The DCCKI CPS shall be a document which:

(a) sets out the policies and procedures of the DCC designed to ensure that it will comply with the requirements of the DCCKI Certificate Policy;

(b) incorporates the detailed operating procedures to be used by the DCC for the purposes of its compliance with the requirements of that Policy;

(c) incorporates such other provisions as may be required by or in accordance with that Policy or any other part of the Code; and

(d) is reviewed by the SMKI PMA to assess whether it is appropriate for these purposes.

L13.40 For the purposes of the review of the DCCKI CPS by the SMKI PMA in accordance with Section L13.39(d), the DCC shall submit an initial draft of the DCCKI CPS to the SMKI PMA by no later than the commencement of Systems Integration Testing or 2 March 2015 (whichever is earlier), or such later date as may be agreed by the

SMKI PMA.

L13.41 The DCC shall keep the DCCKI CPS under review, and shall in particular carry out a review of the DCCKI CPS:

(a) whenever (and to the extent to which) it may be required to so by the SMKI PMA; and

(b) following receipt of a notification from the SMKI PMA in accordance with Section L1.17(e) (Duties of the SMKI PMA).

L13.42 Following:

(a) any review of the DCCKI CPS, the DCC may propose amendments to it, which it shall submit to the SMKI PMA for its review;

(b) a review carried out in accordance with Section L13.41(b), the DCC shall report to the SMKI PMA any remedial steps taken or proposed to be taken in order for it to continue to meet its obligations under Section G (Security).

Enquiries in relation to the DCCKI Document Set

L13.43 The DCC shall respond within a reasonable time to any reasonable request for information made by a Party or RDP in relation to the DCCKI Services, the DCCKI Repository Service or the DCCKI Document Set, but excluding any request for a copy of any document or information which can be accessed through the DCCKI Repository.

The DCCKI Subscriber Obligations

DCCKI Certificate Signing Requests

L13.44 Each DCCKI Eligible Subscriber shall ensure that all of the information contained in each DCCKI Certificate Signing Request made by it is true and accurate.

L13.45 No DCCKI Eligible Subscriber may make a DCCKI Certificate Signing Request which contains:

(a) any information that constitutes a trade mark, unless it is the holder of the

Intellectual Property Rights in relation to that trade mark; or

(b) any confidential information which would be contained in a DCCKI Certificate Issued in response to that DCCKI Certificate Signing Request.

Subscribing for or Rejecting DCCKI Certificates

L13.46 Where any DCCKI Certificate is Issued to a DCCKI Eligible Subscriber in response to a DCCKI Certificate Signing Request, that DCCKI Eligible Subscriber shall:

(a) establish whether the information contained in that DCCKI Certificate is consistent with information that was contained in the DCCKI Certificate Signing Request;

(b) if it identifies that the DCCKI Certificate contains any information which is untrue or inaccurate immediately inform the DCC that it rejects the DCCKI Certificate and give to the DCC its reasons for doing so;

(c) in the absence of any such rejection, become a DCCKI Subscriber for that DCCKI Certificate.

Use of DCCKI Certificates

L13.47 Each DCCKI Subscriber shall ensure that it does not use any DCCKI Certificate held by it other than for the purposes of creating, sending, receiving and processing communications sent to and from the DCC pursuant to the Code.

DCCKI Certificates: Protection of Private Keys

L13.48 Each DCCKI Subscriber shall (in addition, if it is the DCC, a User or an RDP, to its obligations under Section G (Security)) use its reasonable endeavours to ensure that no Compromise occurs to any:

(a) Private Key which is associated with a Public Key contained in a DCCKI Certificate for which it is the DCCKI Subscriber; or

(b) Secret Key Material associated with that Private Key.

The DCCKI Relying Party Obligations

DCCKI Relying Parties

L13.49 For the purposes of this Section L13, a "DCCKI Relying Party" in relation to a DCCKI Certificate or DCCKI CA Certificate, means any Party or RDP which relies on the Certificate for the purposes of creating, sending, receiving or processing communications sent to and from the DCC or another Party or RDP pursuant to this Code.

Duties in relation to DCCKI Certificates and DCCKI CA Certificates

L13.50 Each DCCKI Relying Party shall:

(a) before relying on any DCCKI Certificate:

(i) check the version of the DCCKI CRL on the DCCKI Repository, in accordance with IETF RFC 5280; and

(ii) where that DCCKI Certificate is shown on the DCCKI CRL as having been revoked, not rely on the DCCKI Certificate; and

(b) before relying on any DCCKI CA Certificate:

(i) check the version of the DCCKI ARL on the DCCKI Repository, in accordance with IETF RFC 5280; and

(ii) where that DCCKI CA Certificate is shown on the DCCKI ARL as having been revoked, not rely on the DCCKI CA Certificate.

L13.51 No DCCKI Relying Party may rely on a DCCKI Certificate where the Validity Period of that DCCKI Certificate has expired.

L13.52 No DCCKI Relying Party may rely on a DCCKI Certificate or DCCKI CA Certificate where it suspects that the DCCKI Certificate has been Compromised.

L13.53 Each DCCKI Relying Party shall use its reasonable endeavours, by means of appropriate Systems, to verify Digital Signatures, Check Cryptographic Protection, Confirm Validity and perform other appropriate cryptographic operations before relying on any DCCKI Certificate or DCCKI CA Certificate.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

SECTION M: GENERAL

M1 COMMENCEMENT AND DURATION

Commencement

M1.1 This Code shall take effect from the effective date designated by the Secretary of State pursuant to Condition 22 of the DCC Licence.

Duration

M1.2 Once this Code comes into effect, it shall remain in effect:

(a) in respect of the DCC, until the DCC ceases to be a Party in accordance with Section M9 (Transfer of the DCC Licence); and

(b) in respect of each Party other than the DCC, until (subject to Section M8.14) such Party ceases to be a Party in accordance with Section M8 (Suspension, Expulsion and Withdrawal).

M2 LIMITATIONS OF LIABILITY

Unlimited Liabilities

M2.1 Nothing in this Code or any Bilateral Agreement shall exclude or limit a Party's Liability:

(a) for death or personal injury resulting from the negligence of that Party;

(b) for fraud or fraudulent misrepresentation;

(c) to pay the Charges and any interest accruing in respect of the Charges in accordance with this Code; or

(d) for any other type of Liability which cannot by law be excluded or limited.

Exclusion of Indirect Loss

M2.2 No Party shall in any circumstances be liable to another Party for loss arising as a result of a breach of this Code and/or any Bilateral Agreement that does not directly result from such breach and that was not reasonably foreseeable as likely to occur in the ordinary course of events.

Confidentiality and Intellectual Property Rights

M2.3 Each Party's Liability for breaches of Section M4 (Confidentiality) shall be:

(a) in the case of any breach of Section M4.17 (Confidentiality of DCC Data) relating to Data that has been clearly marked (or otherwise stated) as (or to be) 'controlled', limited to £1,000,000 (one million pounds) in respect of each incident or series of related incidents; and

(b) in the case of any other breach of Section M4, unlimited (save as provided in Section M2.2).

M2.4 Each Party's Liability for any breach of Section M5 (Intellectual Property Rights) shall be unlimited (save as provided in Section M2.2).

Damage to Physical Property

M2.5 Subject to Section M2.1, each Party's Liability for loss of or damage to physical property (including loss of or damage to Systems, and loss or corruption of Data) arising as a result of a breach by that Party of this Code and/or any Bilateral Agreement shall be limited as follows:

(a) the Liability of the DCC shall be limited to £1,000,000 (one million pounds) in respect of each incident or series of related incidents; and

(b) the Liability of each Party other than the DCC shall be limited to £1,000,000 (one million pounds) in respect of each incident or series of related incidents,

for which purposes:

(c) where a defect in the design, manufacture, materials or workmanship of two (or more) Devices causes loss of or damage to physical property (including loss of or damage to Systems, and loss or corruption of Data), the defect in each such Device shall constitute a separate unrelated incident; and

(d) where a Party's Liability exceeds £1,000,000 (one million pounds) and is limited under this Section M2.5 and that Liability is in respect of loss or damage suffered by more than one other Party, each such other Party shall be entitled to recover a proportion of the £1,000,000 (one million pounds) calculated by reference to the amount of any loss and damage suffered by it expressed as a fraction of the total amount of loss and damage suffered by such other Parties collectively.

Recovery of Loss which is Expressly Permitted

M2.6 It is expressly agreed that a Party may recover the following losses arising as a result of a breach of this Code (and without intending to limit recovery of any other Liability that may arise as a result of such breach):

(a) (subject to Sections F9.25 (Exclusive Remedies for Site Visits) and M2.5) where such breach causes the loss of, or damage to, a Smart Metering System (or any part of it), the Import Supplier, Export Supplier and/or Gas Supplier

(as applicable) for that Smart Metering System shall be entitled to recover the reasonable costs and expenses (including reasonable labour costs) incurred in attending the relevant premises for the purpose of repairing or replacing that Smart Metering System (or the relevant part of it); and

(b) where such breach causes an Organisation Certificate to be Compromised or issued otherwise than in accordance with the relevant Certificate Policy (and, in either case, the Subscriber wishes it to be replaced), the reasonable costs and expenses (including reasonable labour costs) incurred in replacing any or all such Compromised Certificates held on Devices (but not the costs and expenses of replacing Device Certificates), including the reasonable costs and expenses incurred in utilising the Recovery Procedure (capped at £1,000,000 (one million pounds) in respect of each incident or series of related incidents).

M2.7 Section M2.8 applies where:

(a) the DCC is in breach of its obligation either to take the steps set out at Section H5.33 (Post-Commissioning Obligations) or, having taken such steps, to comply with the requirements of Sections H5.34 and H5.35 (Post-Commissioning Obligations); or

(b) a Supplier Party is in breach of its obligation either to take the steps set out at Section H5.37(c) to (e) (Post-Commissioning Obligations) or, having taken such steps, to comply with the requirements of Section H5.38 (Post-Commissioning Obligations).

M2.8 Where this Section M2.8 applies, it is expressly agreed that a Party may recover from the DCC or the Supplier Party (as the case may be) all such losses arising as a result of the relevant breach, and for the purposes of this Section:

(a) such losses shall include all of the costs that would not have been incurred, or that could reasonably have been avoided, by the recovering Party if the DCC or Supplier Party had complied with the relevant obligation;

(b) without prejudice to Section M2.16, the liability of the DCC or Supplier Party for such losses shall not be affected by a breach of any obligation under this

Code by any Party; and

(c) Section M2.9 shall not apply, and the categories of loss referred to therein shall be recoverable.

Exclusion of Loss of Profit etc.

~~M2.7~~M2.9 Subject to Sections M2.1 and M2.6 to M2.8 and save in the case of a breach referred to in Section M2.3(b) or M2.4, no Party shall in any circumstances be liable to another Party for any of the following losses arising as a result of a breach of this Code and/or any Bilateral Agreement:

(a) loss of profit;

(b) loss of revenue;

(c) loss of use;

(d) loss of contract;

(e) loss of goodwill; or

(f) loss resulting from the liability of such other Party to a third party for any of the matters referred to in paragraphs (a) to (e) above.

Exclusion of Other Liabilities

~~M2.8~~M2.10 Subject to Sections M2.1 and M2.6 to M2.8 and save in the case of a breach of those provisions referred to in Section M2.3 or M2.4, no Party shall be liable to any other Party for loss arising from any breach of this Code and/or any Bilateral Agreement other than for losses that are subject to Section M2.5. This Section M2.10~~8~~ is without prejudice to the operation of the Charging Methodology, and the payments required under Section F9.22 (Payment of Type Fault and Batch Fault Compensation) or F9.23 (Compensation for Product Recall or Technology Refresh).

~~M2.9~~M2.11 The rights and remedies provided by this Code and/or any Bilateral Agreement are exclusive and not cumulative, and exclude and are in place of all substantive (but not procedural) rights or remedies provided by common law or statute in respect of the subject matter of this Code and/or any Bilateral Agreement,

including any rights that any Party may possess in tort (or delict).

~~M2.10~~M2.12 Subject to Section M2.1, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute (and releases the other Parties to the same extent from all Liabilities or obligations provided by common law or statute in respect of the subject matter of this Code and/or any Bilateral Agreement).

Statutory Rights

~~M2.11~~M2.13 For the avoidance of doubt, nothing in this Section M2 shall exclude or restrict or otherwise prejudice or affect any of:

(a) the rights, powers, duties and obligations of any Party which are conferred or created by the Relevant Instruments; or

(b) the rights, powers and duties of the Authority or the Secretary of State.

Other Matters

~~M2.12~~M2.14 Each of the sub-clauses of this Section M2 shall be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable, then the other or others of such sub-clauses shall remain in full force and effect and shall continue to bind the Parties.

~~M2.13~~M2.15 In respect of all substantive (but not procedural) rights or remedies provided by common law or statute (including in tort or delict, but without prejudice to contractual rights or remedies) in respect of loss of or damage to physical property (including loss of or damage to Systems, and loss or corruption of Data) arising in relation to the subject matter of this Code and/or any Bilateral Agreement, it is agreed that:

(a) each Party hereby waives and releases (to the fullest extent possible at law) such rights and remedies in respect of such loss or damage as such Party may otherwise have against the contractors, employees and agents of each other Party (including the DCC Service Providers) in their capacity as such;

(b) the DCC shall ensure that each DCC Service Provider (when acting in its

capacity as such) waives and releases (to the fullest extent possible at law) such rights and remedies in respect of such loss or damage as such DCC Service Provider may otherwise have against the Parties other than DCC in their capacity as such (and/or against the contractors, employees and agents of such Parties in their capacity as such);

(c) the waiver and release referred to in Section M~~2.13~~2.15(a) is to be enforceable by the persons stated therein to have the benefit thereof in accordance with Section M11.5 (Third Party Rights); and

(d) the DCC shall ensure that the waiver and release referred to in Section M~~2.13~~2.15(b) is enforceable by the persons stated therein to have the benefit thereof under the Contracts (Rights of Third Parties) Act 1999.

~~M2.14~~M2.16 Each Party shall be under a duty to mitigate its loss.

~~M2.15~~M2.17 Each Party hereby acknowledges and agrees that the provisions of this Section M2 are fair and reasonable having regard to the circumstances.

Conduct of Indemnity Claims

~~M2.16~~M2.18 Where this Code provides that one Party (the "**Indemnifier**") is to indemnify another Party (the "**Indemnified Party**") against third party claims, the Indemnified Party shall:

(a) promptly notify the Indemnifier of any such claim, and provide it with details in relation to the same and all relevant documentation excluding that which attracts legal privilege;

(b) consult with the Indemnifier with respect to the subject matter of the claim and the manner in which the Indemnified Party intends to deal with the same, keep the Indemnifier promptly advised of developments concerning the same, and have due regard to the Indemnifier's views in relation to the same;

(c) not settle, compromise or make any admission of liability concerning any such claim, without the prior written consent of the Indemnifier (such consent not to be unreasonably withheld or delayed); and

(d) where the Indemnifier so requests, allow the Indemnifier (or such person as the Indemnifier may nominate) to conduct all negotiations and proceedings regarding the claim (at the Indemnifier's cost), in which case the Indemnifier shall ensure that the claim is diligently defended in accordance with any reasonable instructions of the Indemnified Party and not settled or compromised without the Indemnified Party's consent (such consent not to be unreasonably withheld or delayed).

SECCo

~~M2.17~~M2.19 The provisions of this Section M2 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party, but shall not limit SECCo's liability under Section C3.12 (Protections for Panel Members and Others).

~~M2.18~~M2.20 Nothing in this Section M2 shall limit the DCC's liability to reimburse SECCo in respect of Recoverable Costs.

M3 SERVICES FM AND FORCE MAJEURE

Force Majeure affecting the Services - Services FM

M3.1 The concept of Services FM applies in respect of the obligations of the DCC to provide the Services pursuant to this Code (including pursuant to any Bilateral Agreement).

M3.2 The DCC may claim relief from Liability for non-performance of its obligations in respect of the Services to the extent this is due to Services FM. To the extent that performance of the DCC's obligations is unaffected by the Services FM, the provisions of this Code and any Bilateral Agreement will continue to apply.

M3.3 The DCC cannot claim Services FM has occurred:

(a) in relation to any wilful act, neglect or failure to take reasonable precautions against the relevant Services FM event by the DCC or its servants, agents, employees or contractors (including the DCC Service Providers);

(b) in relation to any circumstances resulting from a failure or delay by any other person in the performance of that other person's obligations under a contract with the DCC (unless that other person is itself prevented from or delayed in complying with its obligations as a result of Services FM); and/or

(c) as a result of any shortage of labour, material or other resources unless caused by circumstances which are themselves Services FM,

and in any event, the DCC shall not be entitled to relief if and to the extent that it is required to comply with the Business Continuity and Disaster Recovery Procedure but has failed to do so (unless this failure is also due to Services FM affecting the operation of the Business Continuity and Disaster Recovery Procedure).

M3.4 The DCC shall, as soon as reasonably practicable (and in any event within five (5) days of the occurrence of the Services FM), give to the Users that were due to receive the affected Services and to the Panel full details of the Services FM and any relief the DCC wishes to claim in connection with the Services FM.

M3.5 The DCC shall be entitled to relief in respect of Services FM to the extent that the

Panel agrees (or it is subsequently determined by arbitration) that the requirements of Sections M3.2 and M3.3 are met, and that:

(a) the DCC could not have avoided the occurrence of the Services FM (or its consequences or likely consequences) by taking steps which the DCC was required to take (or procure) under this Code and any Bilateral Agreement or might reasonably be expected to have taken;

(b) the Services FM directly caused the non-performance of the Services for which relief is claimed;

(c) the time lost and/or relief from the obligations under this Code and any Bilateral Agreement claimed by the DCC could not reasonably be expected to be mitigated or recovered by the DCC acting in accordance with Good Industry Practice; and

(d) the DCC is taking all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Services FM on the performance of the Services.

M3.6 If the DCC is entitled to relief in respect of Services FM in accordance with Section M3.5, then:

(a) the DCC shall be relieved of Liability under this Code and any Bilateral Agreement in respect of the Services to the extent to which that Liability would otherwise have arisen solely as a result of the Services FM; and

(b) for the avoidance of doubt, the Charges (but not, for the avoidance of doubt, the Fixed Charges) payable by a User shall be reduced to the extent that the DCC does not provide the Services to that User as a result of the Services FM (and shall be calculated on the basis of the Services that are actually provided).

M3.7 The DCC shall notify the affected Users and the Panel as soon as reasonably practicable after the Services FM ceases or no longer causes the DCC to be unable to comply with its obligations under this Code and/or any Bilateral Agreement in respect of the Services. Following such notification, the Services shall continue to be

performed in accordance with the terms and conditions existing immediately before the occurrence of the Services FM.

M3.8 The DCC hereby irrevocably and unconditionally waives all and any rights to claim any extension or allowance of time or other relief from performance of its obligations in respect of the Services other than to the extent caused by Services FM. Each User hereby irrevocably and unconditionally waives all and any rights to claim compensation (including for breach of contract or in tort) for failure by the DCC to provide the Services to the extent caused by Services FM.

Force Majeure

M3.9 The concept of Force Majeure applies in respect of:

(a) all obligations of the DCC pursuant to this Code and any Bilateral Agreement other than the obligations of the DCC to provide the Services; and

(b) all obligations of the other Parties pursuant to this Code and any Bilateral Agreement,

all such obligations together being in this Section M3 the "**Relevant Obligations**".

M3.10 Subject to Section M3.11, the Affected Party will not be in breach of this Code and/or any Bilateral Agreement or otherwise liable for any failure or delay in performance of any Relevant Obligations to the extent such failure or delay is caused by Force Majeure.

M3.11 An Affected Party may only rely upon Section M3.10 in respect of a failure or delay in performance of any Relevant Obligations to the extent that the Affected Party and the Party or Parties to whom the Affected Party owes the Relevant Obligations agree (or it is determined by arbitration) that the Affected Party:

(a) notified the Party or Parties to whom the Affected Party owes those Relevant Obligations of the matters constituting Force Majeure as soon as reasonably practicable following their occurrence;

(b) kept such Party or Parties fully informed as to the matters relating to the Force Majeure; and

(c) took all reasonable steps in accordance with Good Industry Practice to overcome the Force Majeure and/or minimise the consequences of the Force Majeure on the performance of the Relevant Obligations.

M3.12 The Affected Party shall notify the Party or Parties to whom the Affected Party owes the Relevant Obligations as soon as reasonably practicable after the Force Majeure ceases or no longer causes the Affected Party to be unable to comply with the Relevant Obligations.

M3.13 Each Party hereby irrevocably and unconditionally waives all and any rights to claim any extension or allowance of time or other relief from performance of the Relevant Obligations other than to the extent caused by Force Majeure. Each Party hereby irrevocably and unconditionally waives all and any rights to claim compensation (including for breach of contract or in tort) for, or to seek to expel the Affected Party from this Code for, any failure by the Affected Party to comply with the Relevant Obligations to the extent caused by Force Majeure.

SECCo

M3.14 The provisions of this Section M3 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party.

M4 CONFIDENTIALITY

Prohibition on disclosure and use by DCC

M4.1 Subject to Sections M4.3 and M4.4, the DCC shall not disclose another Party's Confidential Information to, or authorise access to another Party's Confidential Information by, any person.

M4.2 Subject to Section M4.3, the DCC shall not use a Party's Confidential Information for any purpose other than the purpose for which it was provided (or otherwise made available) to the DCC, and in any event for any purpose other than the purposes of this Code.

Circumstances in which disclosure or use by the DCC are permitted

M4.3 The restrictions on disclosure and authorisation of access in Section M4.1 and on use in Section M4.2 shall not apply to the disclosure or use of, or authorisation of access to, a Party's Confidential Information to the extent:

(a) expressly permitted or required by the DCC Licence;

(b) necessary for the exercise by the DCC of any of its obligations under the Electricity Act, the Gas Act, the DCC Licence, or this Code;

(c) made or given in accordance with the Authority's prior written consent;

(d) such Confidential Information is already available in the public domain other than as a result of a breach by the DCC of this Section M4 and/or the DCC Licence; or

(e) such Confidential Information is already lawfully in the possession of the DCC otherwise than as a result (whether directly or indirectly) of a breach of this Code and/or the DCC Licence (but without prejudice to any obligations to which the DCC is subject in respect of the use or disclosure of such Confidential Information under the arrangements relating to such lawful possession).

M4.4 The restrictions on disclosure and authorisation of access in Section M4.1 shall not

apply to the disclosure of, or authorisation of access to, a Party's Confidential Information to the extent:

(a) made or given in order to comply with the DCC's duties under Laws and Directives or the rules of any recognised stock exchange; provided that, in so far as is reasonably practicable in accordance with such Laws and Directives or rules, the DCC shall provide that Party with prior notice of such proposed disclosure or authorisation of access; or

(b) made or given to the employees, other agents, contractors or advisers of the DCC to the extent such persons require such Confidential Information for the purpose of performing their roles as such; provided that such persons are subject to restrictions on the disclosure or use of, or authorisation of access to, such Confidential Information equivalent to those under this Section M4, and provided that the DCC shall be liable for any disclosure, authorisation or use by such persons otherwise than in accordance with this Section M4. This Section M4.4(b) is without prejudice to Section M4.5.

Restriction of disclosure to DCC employees who are leaving

M4.5 The DCC shall not (having regard to the nature and effective life of the Confidential Information in question) continue to disclose Confidential Information to (or authorise access to Confidential Information by) an employee or other agent of the DCC who has notified DCC of his or her intention to become engaged as an employee or agent of:

(a) any other Party; or

(b) a broker or consultant who is known to provide services in relation to the Supply of Energy and/or Commercial Activities,

save where the DCC could not, in all the circumstances, reasonably be expected to refrain from divulging to such employee or other agent Confidential Information which is required for the proper performance of his or her duties.

DCC Practices, Systems and Procedures

M4.6 The DCC shall put in place and at all times maintain managerial and operational practices, systems, and procedures designed to ensure that it complies with this Section M4.

Provision of Information to the Panel

M4.7 Each Party agrees, subject to any confidentiality provision binding on it, to provide to the Panel (or its Sub-Committees and/or Working Groups, including via the Code Administrator, the Secretariat or SECCo) all Data reasonably requested by the Panel (or its Sub-Committees and/or Working Groups, including via the Code Administrator, the Secretariat or SECCo) in order that they may properly carry out their duties and functions under this Code.

Confidentiality and the Panel

M4.8 Where a Party wishes its Party Data to remain confidential, it shall:

(a) in the case of the DCC, clearly mark (or otherwise state) such Party Data as (or to be) either 'confidential' or 'controlled' (provided that it may only do so in accordance with Sections M4.19, M4.20 and M4.21); and

(b) in the case of any other Party, clearly mark (or otherwise state) such Party Data as (or to be) 'confidential'.

M4.9 Where a Party does not clearly mark (or otherwise state) its Party Data as (or to be) 'confidential' or (in the case of the DCC) 'confidential' or 'controlled', the Panel (or its Sub-Committees or Working Groups, the Code Administrator, the Secretariat or SECCo, as applicable) may treat such Party Data as not being confidential (and shall have no confidentiality obligation in respect of the same).

M4.10 Subject to Section M4.11, the Panel shall (and shall ensure that its Sub-Committees and Working Groups, the Code Administrator, the Secretariat and SECCo shall) not disclose, or authorise access to, any Party Data provided (or otherwise made available) to them by one or more Parties that is clearly marked (or otherwise stated) as (or to be) either 'confidential' or 'controlled' in accordance with Section M4.8.

M4.11 The restrictions in Section M4.10 on disclosures of, or authorisation of access to, Party Data shall not apply to the extent:

(a) made or given in accordance with duties under Laws and Directives or instructions of the Authority;

(b) such Party Data is already available in the public domain other than as a result of a breach by the Panel (or its Sub-Committees or Working Groups, the Code Administrator, the Secretariat or SECCo); or

(c) such Party Data is already lawfully in the possession of the Panel (or its Sub-Committees or Working Groups, the Code Administrator, the Secretariat or SECCo) otherwise than as a result (whether directly or indirectly) of this Code and/or the DCC Licence (but without prejudice to any obligations in respect of the use or disclosure of such Party Data under the arrangements relating to such lawful possession).

M4.12 The Parties acknowledge that, in order for the Panel (and its Sub-Committees and Working Groups, the Code Administrator, the Secretariat and SECCo) to properly carry out their duties and functions under this Code, the Panel may decide (or be obliged) to keep Data as confidential, and not disclose that Data to the Parties. The Panel shall use its reasonable endeavours to keep such instances to a minimum.

Panel Information Policy

M4.13 The Panel shall establish and maintain a policy for classifying, labelling, handling and storing Party Data received by it (and its Sub-Committees and Working Groups, the Code Administrator, the Secretariat and SECCo) pursuant to the provisions of Section G (Security), Section I (Data Privacy), and Section L (Smart Metering Key Infrastructure) and its related SEC Subsidiary Documents.

M4.14 The Panel (and its Sub-Committees and Working Groups, the Code Administrator, the Secretariat and SECCo) shall act in accordance with the policy established and maintained in accordance with Section M4.13.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

Confidentiality of DCC Data

M4.15 Where Data belonging to the DCC, or relating to the DCC or the Services, is disclosed (or otherwise becomes available) to another Party under or in relation to this Code, and where the DCC wishes such Data to remain confidential, the DCC shall clearly mark (or otherwise state) such Data as (or to be) either 'confidential' or 'controlled' (provided that it may only do so in accordance with Sections M4.19, M4.20 and M4.21). Where the DCC does not clearly mark (or otherwise state) such Data as (or to be) either 'confidential' or 'controlled', the other Parties may treat such Data as not being confidential (and shall have no confidentiality obligation in respect of the same).

M4.16 Where a Party wishes to dispute whether or not Data which the DCC has marked (or otherwise stated) as (or to be) 'controlled' may be so classified in accordance with Section M4.20, that Party may refer the matter to arbitration in accordance with Section M7 (Dispute Resolution).

M4.17 Each Party other than the DCC shall not disclose, or authorise access to, the Data that is clearly marked (or otherwise stated) as (or to be) either 'confidential' or 'controlled' in accordance with Section M4.15; provided that such restrictions on disclosure and access shall not apply to the extent:

(a) made or given in accordance with duties under Laws and Directives or instructions of the Authority;

(b) such Data is already available in the public domain other than as a result of a breach of this Code by a Party; or

(c) such Data is already lawfully in the possession of the Party otherwise than as a result (whether directly or indirectly) of this Code and/or the DCC Licence (but without prejudice to any obligations in respect of the use or disclosure of such Data under the arrangements relating to such lawful possession).

Use of DCC Data

M4.18 The Parties other than the DCC may only use the Data belonging to the DCC, or relating to the DCC or the Services, which is disclosed (or otherwise becomes

available) to them under or in relation to this Code for the purpose of performing their obligations or exercising their rights under this Code (or for any other use that is expressly authorised by the DCC in writing).

DCC Classification of Data

M4.19 For the purposes of Sections M4.8 and M4.15, the DCC may only mark (or otherwise state) Data as (or to be) 'confidential' where:

(a) that Data relates to a DCC Service Provider providing services pursuant to a DCC Service Provider Contract which was referred to in paragraph 1.5 of schedule 1 to the DCC Licence on its grant;

(b) the DCC is subject to an existing obligation under the DCC Service Provider Contract referred to in Section M4.19(a) to ensure that that Data remains confidential;

(c) the DCC's Liability for breaching the obligation referred to in Section M4.19(b) is unlimited; and

(d) the DCC is not prohibited from marking (or otherwise stating) that Data as (or to be) 'confidential' under Section M4.21.

M4.20 For the purposes of Sections M4.8 and M4.15, the DCC may only mark (or otherwise state) Data as (or to be) 'controlled' where:

(a) the uncontrolled disclosure of, or uncontrolled authorised access to, that Data could reasonably be considered to be prejudicial to the DCC (or any DCC Service Provider); and

(b) the DCC is not prohibited from marking (or otherwise stating) that Data as (or to be) 'controlled' under Section M4.21.

M4.21 The DCC shall not mark (or otherwise state) Data as (or to be) either 'confidential' or 'controlled' where, or to the extent that:

(a) the DCC is expressly required to place that Data in the public domain in order to comply with the its duties under Laws and Directives;

(b) it is necessary for the exercise by the DCC of any of its obligations under the Electricity Act, the Gas Act, the DCC Licence, or this Code to place that Data in the public domain; or

(c) that Data is already in the public domain other than as a result of a breach by the Parties or the Panel of this Section M4 and/or the DCC Licence.

Onward Supply of Supplier Party Data

M4.22 Where the DCC is obliged under a condition of the DCC Licence to disclose to a third party for a specified purpose information relating to a Supplier Party, that Supplier Party shall, where requested to do so, consent to the further disclosure of that information by that third party to the extent such further disclosure is necessary to fulfil that specified purpose.

Injunctive Relief

M4.23 The Parties agree that damages may not be an adequate remedy in the event of breach of this Section M4, and that a Party may seek injunctive relief in respect of any breach or potential breach of this Section M4.

M5 INTELLECTUAL PROPERTY RIGHTS

SEC Materials

M5.1 Section M5.2 applies in respect of this Code and any and all documents, materials, reports, charts and tables, diagrams and specifications, and any and all other works, inventions, ideas, designs or proposals (in whatever form, and including Modification Proposals) arising out of or in connection with the central administration, operation and development of this Code, including any and all associated drafts and working papers (collectively, the "**SEC Materials**"); provided that the SEC Materials shall not include the Consumer Data or the Services IPR.

M5.2 The Parties agree that, as between the Parties, any and all Intellectual Property Rights subsisting in the SEC Materials and the whole of the title to the SEC Materials will:

(a) be owned by SECCo; and

(b) automatically and immediately vest in SECCo upon their creation or acquisition.

M5.3 Where a Party other than SECCo acquires (by operation of Laws and Directives or otherwise) any Intellectual Property Rights in the SEC Materials, then that Party:

(a) (as far as is permitted by law) hereby assigns such Intellectual Property Rights to SECCo with full title guarantee, by way of present assignment of future Intellectual Property Rights; and

(b) (to the extent such assignment is not permitted) shall (and shall procure that any of its employees, agents or contractors shall) do all acts and things and execute all documents that may be reasonably necessary to transfer such Intellectual Property Rights to SECCo with full title guarantee (and pending such assignment shall hold such rights on trust for SECCo).

M5.4 SECCo hereby grants to each of the other Parties (for so long as they remain a Party) a royalty-free, non-exclusive, non-transferable licence to use the SEC Materials for the sole purpose of participating as a Party (including exercising its rights and performing its obligations as a Party). Each licence granted to a Party under this

Section M5.4 includes the right of that Party to grant sub-licences to its agents, contractors and advisers provided that they are granted solely in respect of that Party's participation as a Party (and the SEC Materials are used for no other purpose).

M5.5 SECCo hereby grants to each of the Panel Members, any Sub-Committee or Working Group members, the Code Administrator and the Secretariat (for so long as they each remain such) a royalty-free, non-exclusive, non-transferable licence to use the SEC Materials for the sole purpose of performing their roles as such. Each licence granted to a person under this Section M5.5 includes the right of that person to grant sub-licences to its agents, contractors and advisers provided that they are granted solely in respect of that person's performance of the role for which the licence was granted (and the SEC Materials are used for no other purpose).

Consumer Data

M5.6 Section M5.7 applies in respect of the Data that is obtained by the DCC (or its employees, other agents or contractors) as a result of providing Services to that User, including the Data contained in requests for Services and that is obtained as a result of communicating with Smart Metering Systems pursuant to this Code on behalf of a User (such Data being the "**Consumer Data**" of that User).

M5.7 As between the DCC and each User, any and all Intellectual Property Rights subsisting in the Consumer Data of that User shall be owned by that User (and the DCC shall make no claims in respect of such Intellectual Property Rights).

M5.8 Each User, in respect of its Consumer Data, hereby grants to the DCC a royalty-free, non-exclusive, non-transferable licence to use that Consumer Data for the sole purpose of DCC exercising its rights and performing its obligations under the Electricity Act, the Gas Act, the DCC Licence and this Code. Each licence granted to the DCC under this Section M5.8 includes the right of the DCC to grant sub-licences to its agents, contractors and advisers provided that they are granted solely in respect of the DCC's rights and obligations under the Electricity Act, the Gas Act, the DCC Licence and this Code (and the Consumer Data is used for no other purpose).

M5.9 Each User, in respect of its Consumer Data, shall ensure that the DCC (and its

agents, contractors and advisers) can use that Consumer Data in the manner envisaged by Section M5.8, and shall indemnify the DCC in respect of any Liabilities suffered or incurred by the DCC (or its agents, contractors or advisers) as a result of claims brought by persons alleging that the use of that Consumer Data in the manner envisaged by Section M5.8 has infringed any Intellectual Property Rights.

Party Data

M5.10 Section M5.11 applies in respect of the Data (other than SEC Materials and Consumer Data) that is provided (or otherwise made available) pursuant to this Code to the Panel (or its Sub-Committees and/or Working Groups, including via the Code Administrator, the Secretariat or SECCo) by or on behalf of a Party (such Data being the "**Party Data**" of that Party).

M5.11 As between the Panel (including its Sub-Committees and/or Working Groups, the Code Administrator, the Secretariat and SECCo) and each Party, any and all Intellectual Property Rights subsisting in the Party Data of that Party shall be owned by that Party (and none of the Panel, its Sub-Committees, its Working Groups, the Code Administrator, the Secretariat or SECCo shall make any claims in respect of such Intellectual Property Rights).

M5.12 Without prejudice to Section M4.10 (Confidentiality and the Panel), each Party, in respect of its Party Data, hereby grants to SECCo, the Panel Members, any Sub-Committee or Working Group members, the Code Administrator and the Secretariat a royalty-free, non-exclusive, non-transferable licence to use that Party Data for the sole purpose of performing their roles as such. Each licence granted to a person under this Section M5.12 includes the right of that person to grant sub-licences to its agents, contractors and advisers provided that they are granted solely in respect of that person's performance of the role for which the licence was granted (and the Party Data is used for no other purpose).

M5.13 Without prejudice to Section M4.10, each Party, in respect of its Party Data, shall ensure that SECCo, the Panel Members, any Sub-Committee or Working Group members, the Code Administrator and the Secretariat (and their agents, contractors and advisers) can use that Party Data in the manner envisaged by Section M5.12, and shall indemnify the SECCo, the Panel Members, any Sub-Committee or Working

Group members, the Code Administrator and the Secretariat in respect of any Liabilities suffered or incurred by them (or their agents, contractors or advisers) as a result of claims brought by persons alleging that the use of that Party Data in the manner envisaged by Section M5.12 has infringed any Intellectual Property Rights.

Services IPR

M5.14 Section M5.15 applies in respect of the Intellectual Property Rights created by, arising from or that are associated with:

(a) the activities undertaken by the DCC for the purposes of carrying on its Authorised Business (as defined in the DCC Licence) in accordance with the DCC Licence; or

(b) the operation of a DCC Service Provider Contract in accordance with its provisions,

such Intellectual Property Rights being the "**Services IPR**".

M5.15 As between the DCC and each User, the Services IPR shall be owned by the DCC (and no User shall make any claims in respect of the Services IPR).

M5.16 The DCC hereby grants to each User a royalty-free, non-exclusive, non-transferable licence to use the Services IPR for the sole purpose of receiving (and to the extent necessary to receive) the Services. Each licence granted by the DCC under this Section M5.16 includes the right of the User to grant sub-licences to its agents, and contractors provided that they are granted solely for the purpose of the User receiving (and to the extent necessary for the User to receive) the Services (and that the Services IPR is used for no other purpose).

M5.17 The DCC shall ensure that each User (and its agents and contractors) can use the Services IPR in the manner envisaged by Section M5.16, and shall indemnify each User in respect of any Liabilities suffered or incurred by that User (or its agents or contractors) as a result of claims brought by persons alleging that the use of that Services IPR in the manner envisaged by Section M5.16 has infringed any Intellectual Property Rights.

SEC4A (Decision (Red) and Consultation (Blue)) v SEC4 Consultation

General

M5.18 For the avoidance of doubt, the use by a Party of Intellectual Property Rights licensed to it under this Section M5 otherwise than in accordance with such licence shall constitute a breach of this Code.

M5.19 The Parties agree that damages may not be an adequate remedy in the event of breach of this Section M5, and that a Party may seek injunctive relief in respect of any breach or potential breach of this Section M5.

SECCo

M5.20 The provisions of this Section M5 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party.

M6 PARTY DETAILS

Provision of the Party Details

M6.1 Each Party's original Party Details shall be provided as part of its Framework Agreement counterpart or its Accession Agreement (as applicable).

Amendments to Party Details

M6.2 Each Party may amend its Party Details by notice to the Secretariat from time to time, and each Party shall ensure that its Party Details remain up-to-date.

Publication

M6.3 The Secretariat shall maintain a record of each Party's Party Details, and shall publish that record on the Website (other than those elements of the Party Details that are identified in Schedule 5 as being confidential).

M6.4 As soon as reasonably practicable after each person becomes a Party, or following notification of an amendment to a Party's Party Details in accordance with Section M6.2, the Secretariat shall update the record referred to in Section M6.3.

M6.5 The Secretariat shall use its reasonable endeavours to identify any errors or omissions in each Party's Party Details, and shall notify the relevant Party of any such errors or omissions.

M7 DISPUTE RESOLUTION

Duty to Seek to Resolve

M7.1 Where a Dispute arises between two or more Parties, each such Party shall seek to resolve the Dispute amicably within a reasonable timescale through negotiation in good faith.

Reference to the Authority

M7.2 Any Dispute of a nature that is expressly stated in this Code or in the Electricity Act or the Gas Act or in the Energy Licences to be subject to determination by the Authority shall be subject to determination by the Authority (which shall be final and binding for the purposes of this Code). For the purposes of Condition 20.3(c) of the DCC Licence, disputes of the nature referred to in Condition 20 of the DCC Licence in respect of the following Other Enabling Services shall be subject to determination by the Authority pursuant to that condition:

(a) requests by TCH Participants for Test Communications Hubs pursuant to Section F10 Test Communications Hubs);

(b) requests by Parties for Detailed Evaluations pursuant to Section H7.7 (Detailed Evaluations of Elective Communication Services);

(c) requests by Parties for the provision of further assistance in respect of the Parse and Correlate Software pursuant to Section H11.12 (Provision of Support and Assistance to Users);

(d) requests by Testing Participants for the provision of a connection to the SM WAN for the purposes of testing pursuant to Section H14.31 (Device and User System Tests);

(e) requests by Testing Participants for the provision of additional testing support pursuant to Section H14.33 (Device and User System Tests); and

(f) requests by Parties for DCC Gateway Connections pursuant to Section H15 (DCC Gateway Connections).

Reference to the Panel or its Sub-Committees

M7.3 Any Dispute of a nature that is expressly stated in this Code or a Bilateral Agreement to be subject to determination by the Panel (or one of its Sub-Committees) shall be subject to determination by the Panel (or that Sub-Committee). The Panel shall ensure that any such Dispute is determined within a reasonable period of time after its referral to the Panel (or its Sub-Committee).

M7.4 Unless such determination by the Panel (or one of its Sub-Committees) is expressly stated in this Code or a Bilateral Agreement to be final and binding, such disputes shall (following the Panel's or Sub-Committee's determination) be subject to final determination by the Authority (where this is expressly stated to be the case) or as referred to in Section M7.5.

Arbitration

M7.5 Subject to Sections M7.2, M7.3 and M7.4, any Dispute shall be subject to determination by arbitration in accordance with Section M7.6 (subject to Section M7.13).

M7.6 Where this Section M7.6 applies:

(a) the Party seeking to initiate the arbitration shall give a written notice to the other Party or Parties involved in the Dispute, stating that the matter is to be referred to arbitration and setting out a brief summary of the Dispute;

(b) the Party seeking to initiate the arbitration shall send a copy of that notice to the Panel;

(c) to the extent consistent with this Section M7.6, the arbitration shall be subject to the Arbitration Act 1996 and the rules of the London Court of International Arbitration (the **LCIA**);

(d) the arbitrator shall be a person appointed by agreement between the Parties involved in the Dispute, or (in the absence of agreement within 10 Working Days following the notice under Section M7.6(a)) appointed by the LCIA;

(e) (unless otherwise agreed by the Parties involved in the Dispute) the

arbitration proceedings shall take place in London and in the English language;

(f) the Parties involved in the Dispute agree to keep the arbitration process (and the decision or anything said, done or produced in or in relation to the arbitration process) confidential, except as may be required by Laws and Directives and provided that representatives of the Panel may attend the arbitration and receive a copy of the decision;

(g) the Panel shall treat the decision and all other information relating to the arbitration as confidential, and Section M4.10 (Confidentiality and the Panel) shall apply to the decision and such information;

(h) the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996; and

(i) subject to any contrary award by the arbitrator, each Party involved in the Dispute shall bear its own costs in relation to the arbitration and an equal share of the fees and expenses of the arbitrator.

M7.7 The decision of the arbitrator pursuant to a reference in accordance with Section M7.6 shall be final and binding on each of the Parties to the arbitration, except where there is a serious irregularity (as defined in section 68(2) of the Arbitration Act 1996) or a Party successfully appeals the arbitral award on a point of law in accordance with section 69 of the Arbitration Act 1996. Each Party shall comply with such decision provided that (for the avoidance of doubt) the arbitrator shall not have the power to modify this Code.

DCC Service Provider Disputes

M7.8 If any Dispute that is subject to determination by arbitration involves the DCC, and the DCC considers that the Dispute relates to a dispute it has under or in relation to one or more of the DCC Service Provider Contracts, then the DCC may join the relevant DCC Service Provider or DCC Service Providers to the arbitration, so that the arbitrator hears and determines the disputes under or in relation to the DCC Service Provider Contracts simultaneously with the Dispute. The Parties other than

the DCC hereby consent to such joining of disputes.

M7.9 Where the DCC is aware of any dispute arising under or in relation to one or more DCC Service Provider Contracts that may reasonably relate to a Dispute or potential Dispute that would be subject to arbitration, then the DCC may give notice of that dispute to the Panel and to any or all of the other Parties.

M7.10 Where the DCC gives notice to a Party under Section M7.9, such notice shall only be valid if the DCC gives reasonable detail of such dispute and expressly refers to the waiver that may potentially be given by that Party under Section M7.12.

M7.11 Within 30 Working Days after the DCC has given a valid notification to a Party under Section M7.9 in respect of a dispute under or in relation to a DCC Service Provider Contract, that Party should give notice to the DCC of any Dispute that that Party wishes to bring in relation to that dispute. Where that Dispute is to be resolved by arbitration, the DCC may then exercise its rights under Section M7.8.

M7.12 Where the DCC gives notice to a Party in accordance with Section M7.9, and where that Party does not give notice to the DCC in accordance with Section M7.11, then that Party shall be deemed to have waived any right it may have to bring a claim against the DCC in respect of the subject matter of the dispute in question (and shall, notwithstanding Section M2 (Limitations of Liability), indemnify the DCC in full against any Liabilities incurred by the DCC as a consequence of that Party bringing any such claim).

Claims by Third Parties

M7.13 Subject to Section M7.14, if any person who is not a Party to this Code brings any legal proceedings in any court against any Party and that Party considers such legal proceedings to raise or involve issues that are or would be the subject matter of a Dispute or potential Dispute that would (but for this Section M7.13) be subject to arbitration, then (in lieu of arbitration) the court in which the legal proceedings have been commenced shall hear and determine the legal proceedings and the Dispute between such person and the Parties.

M7.14 If any person who is not a Party to this Code brings any legal proceedings in any

court against any Party and that Party considers such legal proceedings to raise or involve issues that are the subject matter of a Dispute that is already subject to an ongoing arbitration, then Section M7.13 shall only apply where the arbitrator in that arbitration determines that such legal proceedings raise or involve issues that are the subject matter of the Dispute.

Injunctive Relief

M7.15 Nothing in this Section M7 shall prevent a Party seeking interim or interlocutory remedies in any court in relation to any breach of this Code.

SECCo

M7.16 The provisions of this Section M7 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party.

M8 SUSPENSION, EXPULSION AND WITHDRAWAL

Events of Default

M8.1 An "**Event of Default**" shall have occurred in respect of any Party other than the DCC (the "**Defaulting Party**") if one or more of the following occurs in respect of the Defaulting Party:

(a) the Defaulting Party does not hold an Energy Licence and has not, during any period of six consecutive months, done any or all of the following: (i) taken ~~an Enrolment Service, a Core Communication Service~~one or ~~a Local Command Service; (~~more Services; and/or (ii) made a request for a formal offer for a proposed Elective Communication Service~~; (iii) become a Subscriber; and/or (iv) accessed the SMKI Repository~~;

(b) the Defaulting Party has committed a material breach of Section I1.2 (~~Consumption Data, ~~User Obligations);

(c) the Defaulting Party has failed in a material respect to comply with an enforcement notice served by the Information Commissioner pursuant to section 40 of the Data Protection Act, whether such failure has been notified to the Panel by the Information Commissioner or the Panel has otherwise become aware of such failure;

(d) the DCC has served a notice on the Defaulting Party in accordance with Section J2.1 (Notification of Payment Failure) in respect of Charges payable by the Defaulting Party, and such Charges have not been paid within three (3) Working Days following that notice;

(e) the DCC has issued a notice to the Defaulting Party in accordance with Section J3.14 (Breach of Credit Cover Obligations) in respect of Credit Support required to be procured by the Defaulting Party, and such Credit Support has not been provided within three (3) Working Days following that notice;

(f) the Defaulting Party has not paid any amount other than in respect of the Charges (failures in respect of which are subject to Section M8.1(d)) which

the Defaulting Party is due to have paid under this Code, and does not remedy such failure within five (5) Working Days after a notice requiring it to do so (which notice must refer to this Section M8);

(g) the Defaulting Party has made a material misrepresentation in its Application Form;

(h) the Defaulting Party is in material breach of any of its material obligations under this Code and/or any Bilateral Agreement (other than those that are subject to another paragraph of this Section M8.1) and the Defaulting Party has failed to remedy the breach (or to desist from the breach and mitigate its effects insofar as it is reasonably practicable to do so) within 20 Working Days after a notice requiring it to do so (which notice must describe the breach in reasonable detail and refer to this Section M8); and/or

(i) the Defaulting Party suffers an Insolvency Type Event.

Notification of an Event of Default

M8.2 Where the DCC or the Code Administrator or the Secretariat becomes aware that an Event of Default has occurred in respect of a Party, then the DCC or the Code Administrator or the Secretariat (as applicable) shall notify the Panel of such occurrence. Where any Party other than the DCC becomes aware that an Event of Default has occurred in respect of another Party, the Party that has become so aware may notify the Panel of such occurrence.

Investigation of an Event of Default

M8.3 Where the Panel has reason to believe that an Event of Default may have occurred in respect of a Party, then the Panel may investigate the circumstances relating to such potential Event of Default. Each Party shall provide all reasonable Data and cooperation as the Panel may reasonably request in respect of any such investigation.

Consequences of an Event of Default

M8.4 Where an Event of Default occurs in respect of a Defaulting Party and while that Event of Default is continuing, the Panel may take one or more of the following steps

(in each case to the extent and at such time as the Panel sees fit, having regard to all the circumstances of the Event of Default and any representations made by any Competent Authority or any Party, provided that the Panel must always take the steps referred to in Section M8.4(a) and (b)):

(a) notify the Authority that such Event of Default has occurred in respect of the Defaulting Party;

(b) notify the Defaulting Party that such Event of Default has occurred in respect of it;

(c) notify each other Party that such Event of Default has occurred in respect of the Defaulting Party;

(d) require the Defaulting Party to give effect to a reasonable remedial action plan designed to remedy and/or mitigate the effects of the Event of Default within a reasonable timescale (a material breach of which plan shall in itself constitute an Event of Default);

(e) suspend one or more of the Defaulting Party's rights referred to in Section M8.5 (following such prior consultation with the Defaulting Party as the Panel considers appropriate);

(f) instruct the DCC to suspend (in which case the DCC shall, within one Working Day thereafter, suspend) one or more of the Defaulting Party's rights referred to in Section M8.6 (following such prior consultation with the Defaulting Party as the Panel considers appropriate); and/or

(g) expel the Defaulting Party from this Code subject to and in accordance with Section M8.10.

Suspension of Rights

M8.5 The rights referred to in Section M8.4(e) are:

(a) the right of the Defaulting Party (and each other member of its Voting Group) to vote in Panel Member elections under Section C4 (Panel Elections);

(b) the right of the Defaulting Party to raise new Modification Proposals under Section D (Modifications); and

(c) the right of the Defaulting Party to influence the appointment of a Change Board Member, so that:

(i) in the case of a Supplier Party, the Change Board Member appointed by the Voting Group of which that Supplier Party forms part shall be suspended; or

(ii) in the case of any Party other than a Supplier Party, the Secretariat shall ignore the views of that Party when considering any request to appoint or remove a Change Board Member appointed by the Party Category of which that Party forms part.

M8.6 The rights referred to in Section M8.4(f) are:

(a) the right of the Defaulting Party to receive Core Communication Services or Local Command Services in any User Role other than the 'Other User' User Role;

(b) (subject to the Authority's approval) the right of the Defaulting Party to receive any or all Elective Communication Services;

(c) (subject to the Authority's approval) the right of the Defaulting Party to initiate Enrolment of Smart Metering Systems; and

(d) (subject to the Authority's approval) the right of the Defaulting Party to request or receive any or all Services other than those referred to elsewhere in this Section M8.6.

M8.7 The suspension of any or all of the Defaulting Party's rights referred to in Section M8.5 or M8.6 shall be without prejudice to the Defaulting Party's obligations and Liabilities under and in relation to this Code (whether accruing prior to, during, or after such suspension). Without prejudice to the generality of the foregoing, the Defaulting Party shall continue to be liable for all Charges that it is or becomes liable to pay under this Code.

M8.8 Where the Panel has, pursuant to Section M8.4(e) and/or (f), suspended a Party's rights, then the Panel may at any time thereafter end such suspension (provided that, in the case of rights that the Panel cannot suspend without the Authority's approval, the Panel may not end such suspension without the Authority's approval).

Ceasing to be a Party

M8.9 A Party that holds an Energy Licence that requires that Party to be a party to this Code:

(a) cannot be expelled from this Code by the Panel unless the Authority has approved such expulsion (and, in the case of any such approval, Section M8.10(a) shall apply as if the Party did not hold an Energy Licence that requires it to be a party to this Code); and

(b) cannot voluntarily cease to be a Party while that Energy Licence remains in force.

M8.10 A Party that does not hold an Energy Licence that requires that Party to be a party to this Code:

(a) may (while an Event of Default is continuing in respect of that Party) be expelled from this Code with effect from such time on such date as the Panel may resolve (where the Panel considers it reasonable to do so in the circumstances); and

(b) may give notice to the Panel of that Party's intention to voluntarily cease to be a Party and of the time on the date from which it wishes to cease to be a Party. The Panel shall, following receipt of such a notice, resolve that that Party shall cease to be a Party with effect from the time on the date notified.

M8.11 The Panel shall notify the Authority and each remaining Party in the event that any person is expelled from this Code or voluntarily ceases to be a Party.

Appeal to the Authority

M8.12 Where the Panel resolves to suspend the rights of a Party and/or to expel a Party pursuant to this Section M, then that Party may at any subsequent time apply to the

Authority to have such suspension lifted or to be reinstated as a Party. The Parties and the Panel shall give effect to any decision of the Authority pursuant to such application, which shall be final and binding for the purposes of this Code.

Consequences of Ceasing to be a Party

M8.13 Where the Panel makes a resolution in respect of a Party in accordance with Section M8.10, then with effect from the time on the date at which such resolutions are effective:

(a) that Party's accession to this Code shall be terminated, and it shall cease to be a Party; and

(b) subject to Section M8.14, that Party shall cease to have any rights or obligations under this Code or any Bilateral Agreement.

M8.14 The termination of a Party's accession to this Code shall be without prejudice to:

(a) those rights and obligations under this Code and/or any Bilateral Agreement that may have accrued prior to such termination; or

(b) those provisions of this Code or any Bilateral Agreement that are expressly or by implication intended to survive such termination, including Sections A (Definitions and Interpretation), J (Charges), M2 (Limitations of Liability), M5 (Intellectual Property Rights), M7 (Dispute Resolution), M10 (Notices), and M11 (Miscellaneous).

M9 TRANSFER OF DCC LICENCE

Introduction

M9.1 This Section M9 is included in accordance with Condition 22 of the DCC Licence, and provides for the transfer of (amongst other things) the DCC's interest in this Code to a Successor Licensee.

Application and Interpretation of this Section M9

M9.2 This Section M9 shall only apply where two persons hold a DCC Licence at the same time. In such circumstances:

(a) "**Transfer Date**" has the meaning given to that expression in Condition 43 of the earlier of the two DCC Licences;

(b) until the Transfer Date, the holder of the earlier DCC Licence shall be "**the DCC**" for the purposes of this Code, and the holder of the later DCC Licence shall be "**the Successor Licensee**"; and

(c) from the Transfer Date, all references in this Code to "**the DCC**" shall be references to the holder of the later DCC Licence.

Novation Agreement

M9.3 Where this Section M9 applies, the DCC and the Successor Licensee shall each enter into a novation agreement in a form approved by the Authority.

M9.4 Such novation agreement will, with effect from the Transfer Date, novate to the Successor Licensee all rights and obligations of the DCC under the agreements referred to in Section M9.5 (including all rights obligations and liabilities of the DCC that may have accrued in respect of the period prior to the Transfer Date).

M9.5 Such novation agreement shall be in respect of the following agreements:

(a) the Framework Agreement;

(b) all Accession Agreements; and

(c) all Bilateral Agreements.

M9.6 The DCC shall enter into such novation agreement in (to the extent applicable) its own right, and also (to the extent applicable) on behalf of the Parties (which shall include SECCo) that are counterparties to the agreements referred to in Section M9.5.

DCC Authority to enter into Accession Agreements

M9.7 Each Party (which shall include SECCo) hereby irrevocably and unconditionally authorises the DCC to execute and deliver, on behalf of such Party, a novation agreement as envisaged by this Section M9.

Co-operation

M9.8 Each Party shall do all such things as the Panel may reasonably request in relation to the novation of the agreements referred to in Section M9.5 from the DCC to the Successor DCC.

M10 NOTICES

Communication via Specified Interfaces

M10.1 This Code requires certain communications to be sent via certain specified means, including as described in:

(a) Section E2 (Provision of Registration Data);

(b) Section H3 (DCC User ~~Gateway~~Interface);

(c) Section H8 (Service Management, Self-Service Interface and Service Desk);

(d) Section L4 (The SMKI Service Interface) and L5 (The SMKI Repository Interface); and

(e) Section O1 (Non-Gateway Interface).

Other Notices

M10.2 Save as referred to in Section M10.1, any notice or other communication to be made by one Party to another Party under or in connection with this Code or any Bilateral Agreement shall be in writing and shall be:

(a) delivered personally or by courier;

(b) sent by first class prepaid post; or

(c) sent by fax or email.

M10.3 All notices and communications as described in Section M10.2 shall be sent to the physical address, fax number or email address specified for such purpose in the relevant Party's Party Details. Where no fax or email address is specified for a particular type of notice or communication, notice may not be given in that manner.

M10.4 Subject to Section M10.5, all notices and communications as described in Section M10.2 shall be deemed to be received by the recipient:

(a) if delivered personally or by courier, when left at the address set out for such purpose in the relevant Party's Party Details;

(b) if sent by first class prepaid post, two Working Days after the date of posting;

(c) if sent by fax, upon production by the sender's equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error; and

(d) if sent by email, one hour after being sent, unless an error message is received by the sender in respect of that email before that hour has elapsed.

M10.5 Any notice that would otherwise be deemed to be received on a day that is not a Working Day, or after 17.30 hours on a Working Day, shall be deemed to have been received at 9.00 hours on the next following Working Day.

The Panel, Code Administrator, Secretariat and SECCo

M10.6 Notices between a Party and any of the Panel, the Code Administrator, the Secretariat or SECCo shall also be subject to this Section M. Notices to any of the Panel, the Code Administrator, the Secretariat or SECCo shall be sent to the relevant address given for such purpose, from time to time, on the Website (or, in the absence of any such address, to SECCo's registered office).

Process Agent

M10.7 Any Party (being a natural person) who is not resident in Great Britain or (not being a natural person) which is not incorporated in Great Britain shall, as part of its Party Details, provide an address in Great Britain for service of process on its behalf in any proceedings under or in relation to this Code and/or any Bilateral Agreement. Where any such Party fails at any time to provide such address, such Party shall be deemed to have appointed SECCo as its agent to accept such service of process on its behalf.

M11 MISCELLANEOUS

Entire Code

M11.1 This Code and any document referred to herein represents the entirety of the contractual arrangements between the Parties in relation to the subject matter of this Code. This Code and any document referred to herein supersedes any previous contract between any of the Parties with respect to the subject matter of this Code.

M11.2 Each Party confirms that, except as provided in this Code and without prejudice to any claim for fraudulent misrepresentation, it has not relied on any representation, warranty or undertaking which is not contained in this Code or any document referred to herein.

Severability

M11.3 If any provision of this Code shall be held to be invalid or unenforceable by a judgement or decision of any Competent Authority, that provision shall be deemed severable and the remainder of this Code shall remain valid and enforceable to the fullest extent permitted by law.

Waivers

M11.4 The failure by any Party to exercise, or the delay by any Party in exercising, any right, power, privilege or remedy provided under this Code or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any future exercise thereof or the exercise of any other right, power, privilege or remedy.

Third Party Rights

M11.5 The following persons shall be entitled to enforce the following rights in accordance with the Contracts (Rights of Third Parties) Act 1999:

(a) the person referred to in Sections C3.12 (Protections for Panel Members and Others) and M2.13(a) (Other Matters) shall be entitled to enforce the respective rights referred to in those Sections; and

(b) the Approved Finance Party for each Communications Hub Finance Facility shall be entitled to exercise and/or enforce the following rights of the DCC in respect of the Communications Hub Finance Charges relating to that facility where a Communications Hub Finance Acceleration Event has occurred in respect of that Communications Hub Finance Facility and the Authority has determined that the DCC is unwilling or unable to do so:

(i) the right to calculate the amount of the Communications Hub Finance Charges arising as a result of that event (provided in such circumstances that the Approved Finance Party must demonstrate to the satisfaction of the Authority that the amount of the charges so calculated will in aggregate be no more than the amount contractually due and payable (but unpaid) by the DCC to the Approved Finance Party in respect of that event);

(ii) the right to invoice the Users in respect of the Communications Hub Finance Charges arising as a result of the Communications Hub Finance Acceleration Event (whether in the amount calculated by the DCC in accordance with this Code, or in the amount calculated by the Approved Finance Party and approved by the Authority under Section M11.5(b)); and/or

(iii) the right to enforce payment by the Users in accordance with this Code of the amount of Communications Hub Finance Charges invoiced in accordance with this Code,

and the payment of any amount by a User to an Approved Finance Party pursuant to this Section M11.5(b) shall satisfy that User's obligation to pay that amount to the DCC.

M11.6 Subject to Section M11.5, the Parties do not intend that any of the terms or conditions of this Code will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

M11.7 Notwithstanding that a person who is not a Party has the right to exercise and/or enforce particular rights in accordance with Section M11.5, the Parties may vary or

terminate this Code in accordance with its terms without requiring the consent of any such person.

Assignment and Sub-contracting

M11.8 Without prejudice to a Party's right to appoint agents to exercise that Party's rights, no Party may assign any of its rights under this Code without the prior written consent of the other Parties.

M11.9 Any Party may sub-contract or delegate the performance of any or all of its obligations under this Code to any appropriately qualified and experienced third party, but such Party shall at all times remain liable for the performance of such obligations (and for the acts and omissions of such third party, as if they were the Party's own). It is expressly acknowledged that the DCC has sub-contracted a number of its obligations under this Code to the DCC Service Providers.

Agency

M11.10 Nothing in this Code shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties and no employee of one Party shall be deemed to be or have become an employee of another Party.

M11.11 No Party shall:

(a) pledge the credit of another Party;

(b) represent itself as being another Party, or an agent, partner, employee or representative of another Party; or

(c) hold itself out as having any power or authority to incur any obligation of any nature, express or implied, on behalf of another Party.

Derogations

M11.12 A Party that holds an Energy Licence shall not be obliged to comply with its obligations under this Code to the extent to which such Party has the benefit of a derogation from the obligation to do so granted by the Authority under such Energy

Licence.

Law and Jurisdiction

M11.13 This Code and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

M11.14 In relation to any dispute or claim arising out of or in connection with this Code (including in respect of non-contractual claims), each Party (subject to Section M7 (Dispute Resolution)) irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales and of Scotland. For the avoidance of doubt, the foregoing shall not limit a Party's right to enforce a judgment or order in any other jurisdiction.

SECCo

M11.15 The provisions of this Section M11 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party.

SECTION N: SMETS1 METERS

N1 DEFINITIONS FOR THIS SECTION N

N1.1 In this Section N, unless the context otherwise requires, the expressions in the left-hand column below shall have the meanings given to them in the right-hand column below:

Adoption	means, in respect of a Communications Contract, to novate (with or without amendment) some or all of the Supplier Party's rights and obligations under the contract (to the extent arising after the date of novation) to the DCC; and "**Adopt**", "**Adopting**" and "**Adopted**" shall be interpreted accordingly.
Adoption Criteria	means the non-exhaustive criteria (including those set out in Section N3.7) against which the DCC will analyse and report upon the feasibility and cost of Adopting a Communications Contract in order to facilitate the provision by the DCC of the Minimum SMETS1 Services in respect of the Eligible Meters that are the subject of that contract.
Communications Contract	means, in respect of an Energy Meter, the contract or contracts (or the relevant parts thereof) pursuant to which the Supplier Party has (or, will following installation, have) the right to receive communication services in respect of that Energy Meter.
Eligible Meter	means, in respect of each Supplier Party, an Energy Meter which is: (a) either a SMETS1 Meter or subject to an upgrade plan which will result in it being a SMETS1 Meter prior to its Enrolment; and

	(b) installed at premises (or planned to be installed at premises) for which that Supplier Party is an energy supplier.
Enrolment	means, in respect of a SMETS1 Meter, the establishment by the DCC of communications with the SMETS1 Meter such that the DCC can (on an ongoing basis) provide the SMETS1 Services in respect of the SMETS1 Meter~~.~~ (and the words "**Enrol**" and "**Enrolled**" will be interpreted accordingly).
Initial Enrolment	means the Enrolment of some or all of the Eligible Meters included within the scope of the Initial Enrolment Project Feasibility Report.
Initial Enrolment Code Amendments	has the meaning given to that expression in Section N3.1 (Overview of Initial Enrolment).
Initial Enrolment Project Feasibility Report	has the meaning given to that expression in Section N3.1 (Overview of Initial Enrolment).
Minimum SMETS1 Services	means those communication services described in Appendix F (Minimum Communication Services for SMETS1 Meters).
SMETS1 Eligible Products List	has the meaning given to that expression in Section N2.14 (SMETS1 Eligible Products List).
SMETS1 Meter	means an Energy Meter that has (as a minimum) the functional capability specified by and complies with the other requirements of the ~~SME Technical Specification~~SMETS that was designated on 18 December 2012 and amended and restated on 31 March 2014 (but not any subsequent version of the SME Technical Specification).

SMETS1 Services	means those communication services described in Section N2.2 (SMETS1 Services).

N1.2 To the extent that Section A1.1 (Definitions) contains the same defined expressions as are set out in Section N1.1, the defined expressions in Section A1.1 shall not apply to this Section N.

N1.3 The expressions used in this Section N that are to have the meanings given in Section A1.1 (Definitions) and which have a meaning which relates directly or indirectly to the provision of Services in connection with Smart Metering Systems shall be interpreted by reference to the purposes of this Section N (including the purpose of establishing the feasibility, cost and means of providing the SMETS1 Services in connection with the SMETS1 Meters).

N2 SMETS1 ENROLMENT PROJECTS GENERALLY

Overview

N2.1 This Section N2 sets out certain matters which will apply to all projects to Enrol SMETS1 Meters, regardless of whether this is pursuant to the Initial Enrolment Project Feasibility Report or any subsequent Modification Proposal.

SMETS1 Services

N2.2 Upon Enrolment of any SMETS1 Meter, the communication services (the "**SMETS1 Services**") that the DCC provides in relation to those meters must include (as a minimum) the ability, for those Users identified as eligible to do so, to send Service Requests to those meters requesting the Minimum SMETS1 ~~Meters~~Services.

N2.3 The detail of the SMETS1 Services will be established in the amendments to this Code produced pursuant to the Initial Enrolment Project Feasibility Report or any subsequent Modification Proposal.

SMETS1 Compliance

N2.4 In respect of each Energy Meter that is to be Enrolled as a SMETS1 Meter, the Supplier Party that is Registered for the MPAN or MPRN to which the Energy Meter relates shall:

(a) ensure that such Energy Meter is a SMETS1 Meter at the time of its Enrolment; and

~~(b) provide a written confirmation to the DCC that the Energy Meter is a SMETS1 Meter in the form set out in Section N2.5; and~~

~~(c)~~(b) ensure that testing has been undertaken which confirms that the Energy Meter is a SMETS1 Meter (and the Supplier Party shall make evidence of such testing available to the Authority or the Panel on request).

~~N2.5 The confirmation referred to in Section N2.4(b) shall take the following form:~~

N2.5 Before seeking to have an Energy Meter Enrolled as a SMETS1 Meter, the Supplier Party seeking Enrolment must have provided the following confirmation to the DCC

in respect of the relevant Device Model:

"[*Full legal name of Supplier Party*] hereby declares that [*device model*]:

(a) consists of an Electricity Meter or a Gas Meter and any associated or ancillary devices identified in;

(b) has the functional capability specified by; and

(c) complies with the minimum technical requirements of,

the ~~SME Technical Specification~~SMETS that was designated by the Secretary of State on 18 December 2012 and amended and restated on 31 March 2014. Testing has been undertaken to confirm compliance and evidence of this will be made available to the Panel and the Authority on request.

signed by [*name and title*]

for and on behalf of [*Full legal name of Supplier Party]"*

N2.6 The DCC shall not Enrol an Energy Meter that is (or is purported to be) a SMETS1 Meter until the DCC has received the confirmation referred to in Section N2.~~4(b)~~5 in respect of that Energy ~~Meter~~Meter's Device Model from the Supplier Party requesting Enrolment.

N2.7 A Party which considers that an Energy Meter purported to be a SMETS1 Meter is not a SMETS1 Meter shall be entitled to raise a dispute under Section F3 (Panel Dispute Resolution Role). The DCC shall comply with any direction by the Panel to the DCC not to Enrol an Energy Meter which is the subject of such a dispute until such dispute is resolved or the Panel otherwise directs.

Testing

N2.8 Before Enrolling one or more SMETS1 Meters of a particular type, the DCC shall ensure that it has tested the DCC Systems and its processes to demonstrate that it is capable of discharging its obligations and exercising its rights under this Code (as amended pursuant to the Initial Enrolment Project Feasibility Report or any subsequent Modification Proposal) in respect of that type of SMETS1 Meter.

N2.9 In discharging its obligations under Section N2.8, the DCC must prepare and follow an approach to testing that is (to the extent that it is appropriate to do so given the purpose for which the testing is being undertaken) consistent with the approach to testing set out in Section T (Testing During Transition). Where Section T has ceased to apply, this Section N2.9 shall be taken to refer to the provisions of Section T that applied immediately before it ceased to apply.

Security

N2.10 In producing the Initial Enrolment Project Feasibility Report or analysing and reporting on any subsequent Modification Proposal relating to the Enrolment of SMETS1 Meters, the DCC shall:

(a) prepare a risk assessment detailing the security risks associated with operating and using the SMETS1 Services;

(b) detail the measures (including Systems) proposed in order to ensure that the level of security risk to the DCC Total System, Enrolled Smart Metering Systems and/or User Systems will not be materially increased as a consequence of the provision of the SMETS1 Services; and

(c) prepare a risk treatment plan outlining the residual risks which exist once the measures referred to above have been taken.

N2.11 For the purposes of Section N2.10, the expressions Enrolled Smart Metering Systems, DCC Total System, and User Systems shall, when assessing the security risks that will apply as a consequence of the provision of the SMETS1 Services in respect of SMETS1 Meters, be interpreted so as to also include (respectively) those SMETS1 Meters and all additional Systems of the DCC and Users that would be used in relation to those SMETS1 Services.

N2.12 In discharging its obligations under Section N2.10, the DCC shall consult with the Security Sub-Committee, and shall document the extent to which the views of the Security Sub-Committee have been taken into account.

Data Privacy

N2.13 Any amendment to the Code to facilitate Enrolment of SMETS1 Meters, whether

pursuant to the Initial Enrolment Project Feasibility Report or any subsequent Modification Proposal, shall include provisions such that Section I (~~Date~~Data Privacy), is (where necessary) amended to provide for an equivalent privacy treatment of Data and Service Requests as is provided for in respect of Smart Metering Systems.

SMETS1 Eligible Products List

N2.14 The DCC shall establish, maintain and publish on the DCC Website a list (the "**SMETS1 Eligible Products List**") which lists the Device Models of SMETS1 Meters which Supplier Parties are entitled to Enrol (as a result of the amendments made to this Code pursuant to the Initial Enrolment Project Feasibility Report or any subsequent Modification Proposal). The DCC shall not be obliged to publish such a list until any such Device Models exist.

N2.15 The SMETS1 Eligible Products list must identify the following for each Device Model of SMETS1 Meter:

(a) manufacturer, model and hardware version;

(b) firmware version (number or ID); and

(c) the effective date of the amendment to this Code which enabled SMETS1 Meters of that Device Model to be Enrolled.

N2.16 The DCC shall notify the Panel and each other Party on making any amendment to the SMETS1 Eligible Products List.

N3 INITIAL ENROLMENT

Overview of Initial Enrolment

N3.1 This Section N3 together with Sections N4 and N5 sets out the process by which the DCC will:

(a) analyse, evaluate and report (the "**Initial Enrolment Project Feasibility Report**") to the Secretary of State regarding the feasibility and cost of the options for Initial Enrolment; and

(b) prepare one or more sets of proposed amendments to this Code (the "**Initial Enrolment Code Amendments**") designed to deliver Initial Enrolment.

N3.2 The DCC shall comply with the Secretary of State's directions from time to time regarding:

(a) the scope of the Initial Enrolment Project Feasibility Report;

(b) the scope and number of the Initial Enrolment Code Amendments to be prepared; and

(c) the timing and process to be followed by the DCC in relation to the production of the Initial Enrolment Project Feasibility Report and the Initial Enrolment Code Amendments.

DCC's Invitation

N3.3 Where, and by such date~~,~~ as, the Secretary of State may direct for the purposes of this Section N3.3, the DCC ~~will~~shall send an invitation to each Supplier Party seeking details of the Energy Meters of that Supplier Party which the Supplier Party wishes to be included within the scope of the Initial Enrolment Project Feasibility Report.

N3.4 Each Supplier Party undertakes that it shall not propose Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report unless those Energy Meters are Eligible Meters, and shall confirm to the DCC that the Energy Meters that it proposes are Eligible Meters. The DCC shall not be obliged to determine whether the Energy Meters proposed by each Supplier Party are Eligible Meters, and shall rely upon the confirmation provided by each Supplier Party.

N3.5 The DCC shall provide a copy of its invitation pursuant to Section N3.3 to the Secretary of State, the Authority and the Panel, and shall arrange for its publication on the DCC Website.

N3.6 The DCC's invitation pursuant to Section N3.3 shall specify:

(a) the reasonable date by which Supplier Parties must respond in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report;

(b) the reasonable format in which Supplier Parties must respond in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report;

(c) any reasonable information which Supplier Parties must provide in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report (which will include such details as the DCC shall specify regarding the Communications Contracts relating to those Energy Meters); and

(d) the Adoption Criteria.

N3.7 The Adoption Criteria specified by the DCC must include reference to Communications Contract provisions relating to the following concepts:

(a) novation;

(b) termination;

(c) liability;

(d) exclusivity and restrictions on competing activities;

(e) data ownership and security;

(f) confidentiality; and

(g) disaster recovery, business continuity and incident management.

~~N3.7~~N3.8 The DCC must respond in a timely manner to reasonable clarification requests

from Supplier Parties regarding the DCC's invitation pursuant to Section N3.3, and any further information requests made by the DCC pursuant to this Section N3.

Suppliers' Response

~~N3.8~~N3.9 No Supplier Party is obliged to propose Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report.

~~N3.9~~N3.10 Each Supplier Party that wishes to propose any or all of its Energy Meters for inclusion within the scope of the Initial Enrolment Project Feasibility Report must provide the DCC with the information in respect of those Energy Meters required by the DCC pursuant to this Section N3 by the date and in the format required by the DCC pursuant to this Section N3.

~~N3.10~~N3.11 Following receipt of each response from a Supplier Party pursuant to this Section N3, the DCC shall review the response to establish whether it complies with the requirements of this Section N3. Where a response is incomplete or the DCC reasonably requires supplementary information in respect of a response, the DCC may request that further information is provided within a reasonable period. The DCC must request further or supplementary information where it considers that the initial information provided by a Supplier Party is not sufficient to enable the DCC to include the Supplier Party's Energy Meters within the scope of the Initial Enrolment Project Feasibility Report.

Inclusion of Meters in Scope of Project

~~N3.11~~N3.12 The Energy Meters of a Supplier Party shall only be included within the scope of the Initial Enrolment Project Feasibility Report where the Supplier Party has provided all of the information in respect of those Energy Meters required by the DCC pursuant to this Section N3 by the date and in the format required by the DCC in accordance with this Section N3.

~~N3.12~~N3.13 In respect of each Energy Meter put forward by a Supplier Party, the DCC shall notify that Supplier Party whether the DCC considers that Energy Meter to be within (or outside) the scope of the Initial Enrolment Project Feasibility Report (determined as described in Section N3.~~11~~12).

Disputes

~~N3.13~~N3.14 Without prejudice to Section N2.7 (SMETS1 Compliance), where:

(a) the DCC requests information from a Supplier Party pursuant to this Section N3, and the Supplier Party disputes whether that information has been requested in accordance with this Section N3; or

(b) a Supplier Party disagrees with the DCC's notification that some or all of the Supplier Party's Energy Meters are outside the scope of the Initial Enrolment Project Feasibility Report,

then the Supplier Party may refer the matter to the Secretary of State (whose decision shall be final and binding for the purposes of this Code).

N4 INITIAL ENROLMENT PROJECT FEASIBILITY REPORT

Analysis

N4.1 The DCC shall analyse the information received from Supplier Parties pursuant to Section N3, evaluate the options for Initial Enrolment that the DCC considers are reasonable, and report to the Secretary of State in the Initial Enrolment Project Feasibility Report on the feasibility and estimated cost of each option and the manner in which it would be delivered.

Timetable

N4.2 As soon as reasonably practicable following receipt of the relevant information from Supplier Parties pursuant to Section N3, the DCC shall publish on the DCC Website its proposed timetable for undertaking the steps required under this Section N4.

Report

N4.3 The DCC shall include within the Initial Enrolment Project Feasibility Report the DCC's analysis regarding the options for the Enrolment of all the Eligible Meters which were included within the scope of the Initial Enrolment Project Feasibility Report. Where the Enrolment of one or more subsets of such Eligible Meters would differ materially from the Enrolment of all of such Eligible Meters (in terms of ~~feasibility,~~ risk, timescales and/or cost), then the DCC ~~will~~shall include its analysis for that subset (as well as for all of them).

N4.4 The DCC shall include within the Initial Enrolment Project Feasibility Report the DCC's analysis regarding the following matters in respect of the Enrolment of all (and, where applicable in accordance with Section N4.3, each subset referred to in that Section) of the Eligible Meters which were included within the scope of the Initial Enrolment Project Feasibility Report:

(a) the timeframe and process for the Enrolment of the Eligible Meters;

(b) its assessment of the Communications Contracts against the Adoption Criteria, and of whether some or all of the Communications Contracts should be Adopted, and of whether those that are to be Adopted should be amended or consolidated following their Adoption;

(c) any amendments that would be required to existing DCC Service Provider Contracts in order to deliver Initial Enrolment;

(d) the establishment of any new contracts which the DCC would require in order to deliver Initial Enrolment;

(e) the means by which the DCC will provide SMETS1 Services in respect of the Eligible Meters such that (insofar as reasonably practicable) Users may send Service Requests and receive Service Responses in respect of those communication services via the DCC User ~~Gateway~~Interface (such that the format of communications over the DCC User ~~Gateway~~Interface in relation to each SMETS1 Service is the same as that for existing equivalent DCC User ~~Gateway~~Interface Services);

(f) where it better facilitates achievement of the SEC Objectives, the provision by the DCC to Users of the SMETS1 Services in respect of the Eligible Meters by another means than that referred to in (e) above;

(g) to the extent that they can be offered without a material increase in cost, risk or timescale, any rights for Parties also to Enrol SMETS1 Meters which were not included within the scope of the Initial Enrolment Project Feasibility Report;

(h) options for amendment of the Minimum SMETS1 Services such that DCC can provide additional Services to Parties which are equivalent to the DCC User ~~Gateway~~Interface Services;

(i) options for provision by DCC to Users of a service for Eligible Meters to be commissioned first in the DCC (in addition to Enrolment post-commissioning);

(j) any Enabling Services that the DCC considers necessary to support Enrolment (including the equivalent of Testing Services);

(k) the development and testing of the Systems via which the Enrolment of Eligible Meters and provision of SMETS1 Services will be delivered, in compliance with the requirements of Section N2.8 (Testing);

(l) the measures proposed in order to ensure that the SMETS1 Services are

delivered in a manner that ~~does~~will not ~~create an unreasonable~~materially increase the security risk, in compliance with the requirements of Section N2.10 (Security);

(m) an assessment of which Supplier Parties are (in accordance with the Charging Objectives) likely to pay a premium and its reasonable estimate of the amount of those premiums in respect of Enrolled SMETS1 Meters (over and above the Charges for Smart Metering Systems); and

(n) other matters required to be considered in compliance with the requirements of Section N2 (SMETS1 Enrolment Projects Generally).

Consultation

N4.5 Before submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall produce a draft report and consult with the Panel, the Parties and other interested persons concerning the content of such draft. The DCC shall ensure that a reasonable period of time is allowed for consultation responses to be made, which period may not be less than two months.

N4.6 On submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall also provide the Secretary of State with:

(a) copies of all consultation responses received;

(b) a commentary identifying where and the extent to which the DCC has amended its report to take into account any comments, representations or objections raised as part of such consultation responses; and

(c) where the DCC has not amended the report to address any comments or representations of objections raised as part of such consultation responses, the DCC's reasons for not doing so.

Inclusion or Exclusion of Meters from Scope of Report

N4.7 Before submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall (subject to Section N4.11) publish a final draft of the report in the form it intends to submit to the Secretary of State (subject only to Section N4.9).

N4.8 On publishing the draft report pursuant to Section N4.7, the DCC shall notify the Supplier Parties that they each have two weeks to notify the DCC if they wish to include additional Energy Meters, or exclude some or all of their Energy Meters, from some or all of the options within the scope of the Initial Enrolment Project Feasibility Report. If no response is received from a Supplier Party within that period, the DCC shall assume that all of the Energy Meters previously included within the scope of the report remain within scope.

N4.9 The DCC shall include or exclude (as applicable) from the scope of the Initial Enrolment Project Feasibility Report those Energy Meters notified in accordance with Section N4.8, and:

(a) where the DCC considers that the inclusion or exclusion of those Energy Meters has a material impact on the Initial Enrolment Project Feasibility Report, then the DCC shall produce a further draft of the report, and undertake a further consultation in accordance with Section N4.5 (but without repeating the steps at Section N4.7 and N4.8); or

(b) where the DCC considers that the inclusion or exclusion of those Energy Meters does not have a material impact on the Initial Enrolment Project Feasibility Report, then the DCC shall amend the report only insofar as necessary to include or exclude those Energy Meters from the scope of the report and submit the report to the Secretary of State.

Redaction for Reasons of Security

N4.10 Before consulting on or publishing the draft report pursuant to Section N4.5 or N4.7, the DCC shall provide to the Panel and (on request) the Secretary of State:

(a) a copy of the draft report; and

(b) where relevant, a list of sections of the report which the DCC considers should be redacted prior to publication in order to avoid a risk of Compromise to the DCC Total System, User Systems and/or ~~User~~Non-Gateway Supplier Systems.

N4.11 The DCC shall only consult on or publish its draft report pursuant to Section N4.5 or N4.7 after it has redacted those sections of the ~~reports~~report which it is directed to

redact by the Panel where the Panel considers that those sections contain information which may pose a risk of Compromise to the DCC Total System, User Systems and/or ~~User~~Non-Gateway Supplier Systems (which sections may or may not include those sections which the DCC proposed for redaction).

N5 INITIAL ENROLMENT CODE AMENDMENTS

Amendments

N5.1 Where directed to do so by the Secretary of State, the DCC shall prepare Initial Enrolment Code Amendments in respect of one or more options for Initial Enrolment in respect of some or all of the Eligible Meters included within the scope of the Initial Enrolment Project Feasibility Report~~.~~ (as directed by the Secretary of State).

N5.2 Such amendments shall include those necessary to enable the Enrolment of the relevant SMETS1 Meters, the request and receipt of SMETS1 Services in respect of those SMETS1 Meters, and the calculation of the Charges for the same in accordance with the Charging Objectives.

N5.3 Such amendments shall be prepared in a format capable of being laid before Parliament by the Secretary of State pursuant to section 88 of the Energy Act 2008.

Consultation

N5.4 Before submitting the Initial Enrolment Code Amendments to the Secretary of State pursuant to Section N5.1, the DCC shall produce draft amendments and consult with the Authority, the Panel, the Parties and other interested persons concerning such draft. The DCC shall ensure that a reasonable period of time is allowed for consultation responses to be made, which period may not be less than two months.

N5.5 On submitting the Initial Enrolment Code Amendments to the Secretary of State, the DCC shall also provide the Secretary of State with:

(a) copies of all consultation responses received;

(b) a commentary identifying where and the extent to which the DCC has amended its draft to take into account any comments, representations or objections raised as part of such consultation responses; and

(c) where the DCC has not amended its draft to address any comments or representations of objections raised as part of such consultation responses, the DCC's reasons for not doing so.

SECTION T – TESTING DURING TRANSITION

T1 DEVICE SELECTION METHODOLOGY

Overview

T1.1 The Device Selection Methodology is the methodology for determining the Devices that are to be used by the DCC for the purposes of Systems Integration Testing, Interface Testing and User Entry Process Tests.

Use of Devices

T1.2 Systems Integration Testing, Interface Testing and User Entry Process Tests are to be undertaken using (to the extent reasonably practicable) actual Devices (rather than Test Stubs or other alternative arrangements).

Device Selection Methodology

T1.3 The DCC shall develop, publish (including on the DCC Website) and comply with a methodology (the "**Device Selection Methodology**") concerning the selection and de-selection of Devices for the purposes of Systems Integration Testing, Interface Testing and User Entry Process Tests. The DCC shall consult with the other Parties and Manufacturers prior to finalising the Device Selection Methodology. The Device Selection Methodology shall include provision for the DCC to:

(a) (save for Communications Hubs) select as many different Device Models as the DCC considers appropriate in order to demonstrate that the Testing Objectives have been achieved; provided that, when the DCC first selects Device Models, the DCC shall select at least the first two Gas Meter Device Models and at least the first two Electricity Meter Device Models offered in accordance with the Device Selection Methodology that meet the criteria set out in Sections T1.4 and T1.6 (as varied by Section T1.5);

(b) (save for Communications Hubs) select the Device Models in accordance with the selection criteria described in Sections T1.4 and T1.6 (as varied by Section T1.5);

(c) (save for Communications Hubs) publish an invitation to submit Device

Models for selection (such publication to be in a manner likely to bring it to the attention of Parties and Manufacturers, including publication on the DCC Website), such invitation to require Devices to be offered for use on reasonable terms specified by the DCC and from a certain date;

(d) de-select a Device Model (for the purposes of the then current phase of testing and any future phases of testing pursuant to this Section T) if that Device Model is subsequently found to not comply with the criteria set out in Section T1.4(a), with respect to which the methodology shall describe the process to be followed by the DCC in such circumstances and provide for an appeal by a Party or a Manufacturer to the Panel. The Panel's decision on such matter may then be appealed to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) for final determination of disputes regarding whether or not a Device Model does comply with the requirements of Section T1.4(a); and

(e) select Communications Hubs comprising Devices of the Device Models that the DCC first proposes to make available to Supplier Parties pursuant to the Communications Hub Services (which Device Models need not, at the start of Systems Integration Testing, have CPA Certificates or (where the Secretary of State so directs) a ZigBee Alliance Assurance Certificate).

T1.4 In selecting Devices (other than those comprising Communications Hubs), the DCC shall apply the following selection criteria:

(a) that the Device Models selected are SMETS compliant, provided that they need not (where the Secretary of State so directs) have a ZigBee Alliance Assurance Certificate or a DLMS Certificate and need not have a CPA Certificate until CPA Certificates are generally available for the relevant Device Type (and the DCC need only switch to a Device Model with those Assurance Certificates where it is reasonably practicable for it to do so, having regard to the timely achievement of the Testing Objectives);

(b) that Gas Meter Device Models and Electricity Meter Device Models are selected so that, in respect of each Communications Hub Device Model that the DCC first proposes to make available pursuant to the Communications

Hub Services, there are at least two Gas Meter Device Models and at least two Electricity Meter Device Models of a Manufacturer which is not the Manufacturer (or an Affiliate of the Manufacturer) of that Communications Hub Device Model; and

(c) that there will be sufficient Devices available for Systems Integration Testing, Interface Testing and User Entry Process Tests.

T1.5 Where the DCC is not able to select Devices that meet all the criteria set out in Section T1.4, it may relax the requirements in accordance with the Device Selection Methodology.

T1.6 The Device Selection Methodology must also include:

(a) in addition to the selection criteria set out in Section T1.4, any other reasonable criteria that the DCC considers appropriate and that are consistent with those set out in Section T1.4;

(b) an explanation of the level of assurance the DCC needs regarding the achievement of the Testing Objectives and of how the Device Selection Methodology will ensure that level of assurance; and

(c) any amendments to the process referred to in Sections H14.37 to H14.45 (General: Testing Issue Resolution Process) for resolving Testing Issues which are to be applied by the DCC in respect of Testing Issues concerning Devices that arise during activities undertaken pursuant to this Section T.

Appeal of Methodology

T1.7 Within the 14 days after publication of the Device Selection Methodology under Section T1.3, any person that is a Party and/or a Manufacturer may refer the methodology to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether the methodology meets the requirements of this Section T1 (which determination shall be final and binding for the purposes of this Code).

T1.8 Following a referral in accordance with Section T1.7, the DCC shall comply with any directions of the person making the determination thereunder to reconsider and/or

amend the Device Selection Methodology. The DCC shall republish (including on the DCC Website) the methodology as so amended and the provisions of Section T1.7 and this Section T1.8 shall apply to any such amended methodology.

Compliance with Methodology

T1.9 Following its decision on which Device Models (or alternative arrangements) to select pursuant to the Device Selection Methodology, the DCC shall publish its decision on the DCC Website. The DCC shall not publish details of the Device Models (if any) which were proposed for selection but not selected. The DCC shall notify the Secretary of State, the Authority and the person which proposed any Device Models which were not selected of the DCC's decision (together with its reasons for selecting the Device Models (or other arrangements) that were selected, and for not selecting that person's proposed Device Models).

T1.10 Where any Party and/or Manufacturer believes that the DCC has not complied with the Device Selection Methodology as published from time to time in accordance with this Section T1, then such person may refer the matter to be determined by the Panel. The Panel’s decision on such matter may be appealed to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs), whose decision shall be final and binding for the purposes of this Code.

T2 SYSTEMS INTEGRATION TESTING

Overview

T2.1 Systems Integration Testing tests the capability of the DCC and the component parts of the DCC Systems together with the Communications Hubs selected pursuant to Section T1 to interoperate with each other and with the RDP Systems.

SIT Objective

T2.2 The objective of Systems Integration Testing (the "**SIT Objective**") is to demonstrate that the DCC and the component parts of the DCC Systems together with the Communications Hubs selected pursuant to Section T1 interoperate with each other and with the RDP Systems to the extent necessary in order that:

(a) the DCC is capable of complying with its obligations under Sections E (Registration Data), G (Security) and H (DCC Services); and

(b) the Registration Data Providers are capable of complying with the obligations under Section E (Registration Data) with which the Network Parties are obliged to procure that the Registration Data Providers comply,

in each case at levels of activity commensurate with the relevant Volume Scenarios.

T2.3 For the purposes of Section T2.2, the Sections referred to in that Section shall be construed by reference to:

(a) the decision or consultation document concerning the intended future content of those Sections most recently published by the Secretary of State prior to the date on which this Section T2.3 comes into force (regardless of whether the content of those documents has yet been incorporated into this Code, or whether those Sections are stated to not yet apply under Section X (Transition)); and

(b) to the extent not inconsistent with any document referred to in (a), any document regarding technical or procedural requirements which support those Sections which is published from time to time by the Secretary of State for the purposes of this Section T2.3.

T2.4 Systems Integration Testing is to be undertaken on a Region-by-Region basis and an RDP-System-by-RDP-System basis; such that the SIT Objective is to be achieved in respect of each Region and each RDP System separately.

SIT Approach Document

T2.5 The DCC shall develop a document (the "**SIT Approach Document**") which sets out:

(a) the reasonable entry criteria to be satisfied with respect to each Registration Data Provider prior to commencement of Systems Integration Testing in respect of that Registration Data Provider;

(b) the manner in which Systems Integration Testing is to be undertaken, including the respective obligations of the DCC, and each Registration Data Provider and the Volume Scenarios to be used;

(c) a reasonable timetable for undertaking and completing Systems Integration Testing;

(d) the frequency and content of progress reports concerning Systems Integration Testing to be provided by the DCC to the Panel (which the Panel shall make available to the Secretary of State, the Authority and Testing Participants), which reports must include details of Testing Issues identified and resolved and of any problems and solutions encountered with respect to Devices (the details of such Testing Issues to be anonymised and redacted as required in accordance with Section H14.44 (General: Testing Issue Resolution Process));

(e) (to the extent it is not reasonably practicable to use actual Devices) details of the alternative arrangements (which may include Test Stubs) to be used in their place (together with an explanation of how such arrangements will provide sufficient assurance that the SIT Objective has been met), in which case there must also be a process describing whether and how to switch to the use of actual Devices as they become available;

(f) where a Device Model is de-selected pursuant to the Device Selection Methodology, the process for switching to an alternate Device Model where practicable, or otherwise to Tests Stubs or an alternative arrangement;

(g) a Good Industry Practice methodology for determining whether the SIT Objective has been achieved in respect of each Region and each RDP System, including details of the exit criteria to be achieved and the level of assurance that will be delivered by achievement of those exit criteria; provided that one such exit criteria for each Region must include the successful use in that Region of each Communications Hub Device Model that the DCC first proposes to make available in that Region (save that such Communications Hub Device Models need not have CPA Certificates and need not (where the Secretary of State so directs) have a ZigBee Alliance Assurance Certificate);

(h) that the DCC will produce a report where the DCC considers that the exit criteria referred to in (g) above have been achieved for a Region or an RDP System (providing evidence of such achievement in such report), having consulted with each Registration Data Provider in relation to the exit criteria applicable to that Registration Data Provider; and

(i) how an auditor (that is sufficiently independent of the DCC, the DCC Service Providers and the Registration Data Providers) will be selected, and how such auditor will monitor the matters being tested pursuant to Systems Integration Testing, and confirm that the exit criteria referred to in (g) above have been achieved for a Region or an RDP System (such independent auditor to be appointed by the DCC on terms consistent with Good Industry Practice).

Approval of SIT Approach Document

T2.6 The DCC shall submit the SIT Approach Document to the Panel for the Panel's approval as fit for the purposes envisaged by this Section T2.

T2.7 The DCC shall not submit the SIT Approach Document to the Panel under Section T2.6 until after the DCC has first published the Device Selection Methodology.

T2.8 Before submitting the SIT Approach Document to the Panel, the DCC shall consult with the Registration Data Providers regarding the SIT Approach Document. When submitting the SIT Approach Document to the Panel, the DCC shall also submit copies of the consultation responses received from the Registration Data Providers. In addition, the DCC shall publish such consultation responses (to the extent not marked

confidential) on the DCC Website.

T2.9 Where the Panel decides not to approve the SIT Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the Registration Data Providers giving the reasons why it considers that it is not fit for the purposes envisaged in this Section T2. In such circumstances, the DCC shall:

(a) revise the document to address such reasons;

(b) re-consult with the Registration Data Providers; and

(c) re-submit the document to the Panel for approval and comply with Section T2.8 (following which this Section T2.9 or Section T2.10 shall apply).

T2.10 Where the Panel decides to approve the SIT Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the Registration Data Providers. In such circumstances, the DCC and each Registration Data Provider shall have the ability (within the 14 days after notification by the Panel) to refer the matter to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether the SIT Approach Document:

(a) should be approved as fit for the purposes envisaged by this Section T2;

(b) is not fit for the purposes envisaged by this Section T2, but will be deemed to be approved if it is revised by the DCC in accordance with the determination; or

(c) is not fit for the purposes envisaged by this Section T2 and should be revised and re-submitted by the DCC in accordance with Section T2.9,

(and any such determination shall be final and binding for the purposes of this Code).

Commencement of Systems Integration Testing

T2.11 Subject to Section T2.12, once the SIT Approach Document has been approved by the Panel (or deemed to be approved by the Panel under Section T2.10(b)), the DCC shall publish the approved document on the DCC Website and give notice to the Registration Data Providers of the date on which Systems Integration Testing is to

commence. The SIT Approach Document must be published at least 3 months' (or such shorter period as the Secretary of State may direct) in advance of the date on which Systems Integration Testing is to commence.

T2.12 The DCC shall not publish the SIT Approach Document and give notice under Section T2.11 where the Panel's decision has been appealed under Section T2.10 (pending approval of the document thereunder or revision in accordance with a determination made under Section T2.10(b)), save that where:

(a) the Panel's approval of the SIT Approach Document is appealed by one or more Registration Data Providers, the DCC shall nevertheless publish the document and give notice under Section T2.11 insofar as the document relates to the other Registration Data Providers; and/or

(b) the Panel's approval of the SIT Approach Document is appealed by one or more Registration Data Providers or the DCC, the Panel may nevertheless direct that the matter appealed is not of a nature that should delay notice under Section T2.11, in which case the DCC shall publish the document and give notice under Section T2.11 (noting the appeal).

T2.13 Prior to the commencement of Systems Integration Testing, the DCC shall assess whether or not each Registration Data Provider meets the entry criteria referred to in Section T2.5(a), and report to the Registration Data Provider and the Panel on the same. Each Network Party shall ensure that its Registration Data Provider:

(a) cooperates with the DCC in its assessment of whether the Registration Data Provider meets the entry criteria referred to in Section T2.5(a);

(b) takes all reasonable steps to meet those entry criteria by the date required in accordance with the SIT Approach Document; and

(c) notifies the Panel and the DCC as soon as reasonably practicable if the Registration Data Provider considers that it will not meet those criteria by that date.

T2.14 Systems Integration Testing in respect of each Registration Data Provider shall only commence once the Registration Data Provider meets the entry criteria referred to in

Section T2.5(a). Any disagreement between the DCC and a Registration Data Provider as to whether the Registration Data Provider has met such entry criteria shall be determined by the Panel, provided that such disagreement must be notified to the Panel within 14 days of the DCC notifying its assessment to the Registration Data Provider. The Panel's decision on such matter may (within 14 days after the Panel's decision) be appealed by the DCC or the affected Registration Data Provider to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs), whose decision shall be final and binding for the purposes of this Code.

Systems Integration Testing

T2.15 The DCC shall comply with its obligations under the approved SIT Approach Document. The DCC shall use its reasonable endeavours to ensure that Systems Integration Testing is completed as soon as it is reasonably practicable to do so.

T2.16 Each Network Party shall ensure that its Registration Data Provider complies with its obligations under the approved SIT Approach Document.

T2.17 Where requested by the DCC and/or a Registration Data Provider, each Party shall take all reasonable steps to do all such things as are within its power and necessary or expedient in order to facilitate achievement of the SIT Objective.

T2.18 Where the DCC wishes to make amendments to the SIT Approach Document, the DCC shall consult with the Registration Data Providers regarding those amendments and submit those amendments to the Panel (in accordance with Section T2.8) for approval (following which Sections T2.9 to T2.12 shall apply as if the references in those Sections to approval of the document were to approval of the amendments and as if the references in Sections T2.11 and T2.12 to giving notice were not included).

Completion of Systems Integration Testing

T2.19 Subject to Section T2.20, Systems Integration Testing shall end in respect of each Region or RDP System on the date notified as the end of Systems Integration Testing for that Region or RDP System by the DCC to the Secretary of State, the Authority, the Panel, the Parties and the Registration Data Providers.

T2.20 The DCC shall not notify the end of Systems Integration Testing in respect of each Region or RDP System before the following reports have been produced in respect of that Region or RDP System:

(a) the DCC's report in accordance with the SIT Approach Document demonstrating that the exit criteria have been met in respect of that Region or RDP System (as envisaged by Section T2.5(h)); and

(b) the independent auditor's report to the DCC in accordance with the SIT Approach Document confirming that the exit criteria have been met in respect of that Region or RDP System (as envisaged by Section T2.5(i)).

T2.21 On notifying the end of Systems Integration Testing for one or more Regions or RDP Systems, the DCC shall provide to the Authority and the Panel and (on request) to the Secretary of State:

(a) copies of the reports referred to in Section T2.20; and

(b) where relevant, a list of sections of the report or reports which the DCC considers should be redacted prior to circulation of the reports to the Parties, Registration Data Providers or Testing Participants where the DCC considers that those sections contain information which may pose a risk of Compromise to the DCC Total System or RDP Systems.

T2.22 Once directed to do so by the Panel, the DCC shall make copies of the reports referred to in Section T2.20 available to the Parties, the Registration Data Providers and the Testing Participants. Prior to making such copies available, the DCC shall redact those sections of the reports which it is directed to redact by the Panel where the Panel considers that those sections contain information which may pose a risk of Compromise to the DCC Total System or RDP Systems (which sections may or may not include those sections which the DCC proposed for redaction).

Testing Issues

T2.23 Sections H14.37 to H14.45 (General: Testing Issue Resolution Process) shall apply for the purposes of Systems Integration Testing. Each Registration Data Provider shall be deemed to be a Testing Participant for such purposes, and may raise a Testing

Issue in respect of Systems Integration Testing.

T2.24 During Systems Integration Testing, the DCC shall provide the Secretary of State with copies of the reports which are generated by the DCC or the DCC Service Provider in respect of Testing Issues (without redacting those reports as ordinarily required by Sections H14.37 to H14.45).

T3 INTERFACE TESTING

Overview

T3.1 Interface Testing tests the capability of the DCC and the DCC Systems together with the Communications Hubs selected pursuant to Section T1 to interoperate with User Systems~~.~~ and Non-Gateway Supplier Systems.

Interface Testing Objective

T3.2 The objective of Interface Testing (the "**Interface Testing Objective**") is to demonstrate that the DCC and the DCC Systems together with the Communications Hubs selected pursuant to Section T1 interoperate with User Systems and Non-Gateway Supplier Systems to the extent necessary in order that the DCC is capable of complying with its obligations under Sections E (Registration Data), G (Security~~) and~~), H (DCC Services) and O (Non-Gateway Communications) (in each case) at levels of activity commensurate with the relevant Volume Scenarios.

T3.3 For the purposes of Section T3.2, the Sections referred to in that Section shall be construed by reference to:

(a) the decision or consultation document concerning the intended future content of those Sections most recently published by the Secretary of State prior to the date on which this Section T3.3 comes into force (regardless of whether the content of those documents has yet been incorporated into this Code, or whether those Sections are stated to not yet apply under Section X (Transition)); and

(b) to the extent not inconsistent with any document referred to in (a), any document regarding technical or procedural requirements which support those Sections which is published from time to time by the Secretary of State for the purposes of this Section T3.3.

T3.4 Interface Testing is to be undertaken on a Region-by-Region basis; such that the Interface Testing Objective is to be demonstrated in respect of each Region separately. Interface Testing for a Region cannot be completed until Systems Integration Testing has been completed for that Region. For the avoidance of doubt,

Interface Testing cannot be completed until Systems Integration Testing has been completed for each and every Region and RDP System.

T3.5 During Interface Testing, Parties who wish to do so, and who are ready to do so in accordance with the entry criteria for the User Entry Process Tests, shall be able to undertake the User Entry Process Tests (pursuant to Section H14 (Testing Services)).

Overlapping Provision of Systems Integration Testing and Interface Testing

T3.6 Prior to the start of Interface Testing, the DCC may propose to the Secretary of State, having regard to the overriding objective of completing Interface Testing in a timely manner, that Interface Testing should be commenced from some point during System Integration Testing for any or all Regions. The DCC's proposal must set out its analysis of the benefits and risks of doing so. Prior to submitting its proposal to the Secretary of State, the DCC shall consult with the other Parties regarding the proposal. The DCC shall also submit copies of the consultation responses received from Parties. Where it has submitted the proposal to the Secretary of State, the DCC shall publish the proposal and such consultation responses (to the extent that they are not marked confidential) on the DCC Website.

T3.7 Where the Secretary of State agrees with the DCC's recommendation pursuant to Section T3.6, then Interface Testing shall commence from the time recommended for the Regions included in the recommendation (notwithstanding anything to the contrary in the Interface Testing Approach Document or the SIT Approach Document).

Interface Testing Approach Document

T3.8 The DCC shall develop a document (the "**Interface Testing Approach Document**") which sets out:

(a) the reasonable entry criteria to be satisfied by the DCC with respect to the DCC Systems and the Communications Hubs selected pursuant to Section T1, and to be met by the Registration Data Providers with respect to the RDP Systems prior to commencement of Interface Testing in each Region;

(b) the entry criteria to be met by the Parties prior to their commencing the User

Entry Process Tests (which criteria shall be consistent with the relevant requirements of Section H14 (Testing Services), subject only to amendments reasonably required for the purposes of Interface Testing);

(c) the manner in which Interface Testing is to be undertaken, including the respective obligations of the DCC, each other Party and each Registration Data Provider and the Volume Scenarios to be used;

(d) a reasonable timetable for undertaking and completing Interface Testing;

(e) the frequency and content of progress reports concerning Interface Testing to be provided by the DCC to the Panel (which the Panel shall make available to the Secretary of State, the Authority and Testing Participants), which reports must include details of Testing Issues identified and resolved and of any problems and solutions encountered with respect to Devices (the details of such Testing Issues to be anonymised and redacted as required in accordance with Section H14.44 (General: Testing Issue Resolution Process);

(f) (to the extent it is not reasonably practicable to use actual Devices) details of the alternative arrangements (which may include Test Stubs) to be used in their place (together with an explanation of how such arrangements will provide sufficient assurance that the Interface Testing Objective has been met), in which case there must also be a process describing whether and how to switch to the use of actual Devices as they become available;

(g) where a Device Model is de-selected pursuant to the Device Selection Methodology, the process for switching to an alternate Device Model where practicable, or otherwise to Tests Stubs or an alternative arrangement;

(h) the process by which the DCC will facilitate the Parties undertaking and completing the User Entry Process Tests (which process shall be consistent with the relevant requirements of Section H14 (Testing Services), subject only to amendments reasonably required for the purposes of Interface Testing);

(i) how, to the extent it is reasonably practicable to do so, the DCC will allow persons who are eligible to undertake User Entry Process Tests (pursuant to the Interface Testing Approach Document) to undertake those tests

concurrently (provided that, where it is not reasonably practicable to do so, the DCC shall give priority to completion of the User Entry Process Tests by the Supplier Parties);

(j) a Good Industry Practice methodology for determining whether or not the Interface Testing Objective has been achieved in respect of each Region, including details of the exit criteria to be achieved and the level of assurance that will be delivered by achievement of those exit criteria (including, as described in Section T3.27, completion of User Entry Process Tests for that Region by two Large Supplier Parties and (where applicable pursuant to Section T3.21) by at least one Network Party in respect of the 'Electricity Distributor' User Role and/or at least one Network Party in respect of the 'Gas Transporter' User Role); and

(k) how the DCC will report to the Panel where the DCC considers that the exit criteria referred to in (j) above have been achieved in respect of a Region (providing evidence of such achievement), having consulted with the Registration Data Providers and the Parties who are obliged by this Section T3 to undertake the User Entry Process Tests.

Approval of Interface Testing Approach Document

T3.9 The DCC shall submit the Interface Testing Approach Document to the Panel for the Panel's approval as fit for the purposes envisaged by this Section T3.

T3.10 Before submitting the Interface Testing Approach Document to the Panel, the DCC shall consult with the other Parties, the Panel and the Registration Data Providers regarding the Interface Testing Approach Document. When submitting the Interface Testing Approach Document to the Panel, the DCC shall also submit copies of the consultation responses received from the other Parties or the Registration Data Providers. In addition, the DCC shall publish such consultation responses (to the extent not marked confidential) on the DCC Website.

T3.11 Where the Panel decides not to approve the Interface Testing Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the other Parties giving reasons for such decision. In such circumstances, the DCC shall:

(a) revise the document to address such reasons;

(b) re-consult with the other Parties and the Registration Data Providers; and

(c) re-submit the document to the Panel for approval and comply with Section T3.10 (following which this Section T3.11 or Section T3.12 shall apply).

T3.12 Where the Panel decides to approve the Interface Testing Approach Document submitted for approval, the Panel shall notify such decision to the DCC, the other Parties and the Registration Data Providers giving reasons for such decision. In such circumstances, the DCC and each other Party and each Registration Data Provider shall have the ability (within the 14 days after notification by the Panel) to refer the matter to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether the Interface Testing Approach Document:

(a) should be approved as fit for the purposes envisaged by this Section T3;

(b) is not fit for the purposes envisaged by this Section T3, but will be deemed to be approved if it is revised by the DCC in accordance with the determination; or

(c) is not fit for the purposes envisaged by this Section T3 and should be revised and re-submitted by the DCC in accordance with Section T3.11,

(which determination shall be final and binding for the purposes of this Code).

Commencement of Interface Testing

T3.13 Subject to Section T3.14, once the Interface Testing Approach Document has been approved by the Panel (or deemed to be approved by the Panel under Section T3.12(b)), the DCC shall publish the approved document on the DCC Website and give at least 6 months' (or such shorter period as the Secretary of State may direct) notice to the other Parties of the date on which Interface Testing is to commence.

T3.14 Where the Panel's approval of the Interface Testing Approach Document is appealed by one or more persons under Section T3.12, the Panel may nevertheless direct that the matter appealed is not of a nature that should delay publication and the giving of

notice under Section T3.13, in which case the DCC shall publish the document and give notice under Section T3.13 (noting the appeal). Subject to the foregoing provisions of this Section T3.14, the DCC shall not publish the Interface Testing Approach Document and give notice under Section T3.13 where the Panel's decision has been appealed under Section T3.12 (pending the approval of the document thereunder or revision in accordance with a determination made under Section T3.12(b)).

T3.15 Prior to the commencement of Interface Testing and in accordance with the Interface Testing Approach document, the DCC shall assess whether or not each Large Supplier Party (and, where directed pursuant to Section T3.21, each Network Party) meets the entry criteria referred to in Section T3.8(b), and report to the Panel and that Party on the same. Each Large Supplier Party (and, where directed pursuant to Section T3.21, each Network Party) shall:

(a) take all reasonable steps to ensure that it meets the entry criteria referred to in Section T3.8(b) by the date required in accordance with the Interface Testing Approach Document; and

(b) notify the Panel and the DCC as soon as reasonably practicable if the Party considers that it will not meet those criteria by that date.

T3.16 Section H14.16 (User Entry Process Tests) shall apply where there is any disagreement between the DCC and a Party as to whether that Party has met the entry criteria for the User Entry Process Tests (as modified by the Interface Testing Approach Document), provided that:

(a) the Panel's decision on any such matter may be appealed to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs), whose decision shall be final and binding for the purposes of this Code; and

(b) in the case of the Parties referred to in Section T3.15, any such disagreement must be notified to the Panel within 14 days of the DCC notifying its assessment to that Party and any appeal must be brought within 14 days after the Panel's decision.

Interface Testing

T3.17 The DCC shall comply with its obligations under the approved Interface Testing Approach Document. The DCC shall use its reasonable endeavours to ensure that Interface Testing is completed as soon as it is reasonably practicable to do so.

T3.18 Each Network Party shall ensure that its Registration Data Provider complies with its obligations under the approved Interface Testing Approach Document.

T3.19 Each Party that undertakes the User Entry Process Tests prior to completion of Interface Testing shall do so in accordance with Section H14 (Testing Services) and the approved Interface Testing Approach Document.

T3.20 Each Large Supplier Party shall use its reasonable endeavours to commence the User Entry Process Tests as soon as reasonably practicable (in respect of the User Roles of 'Import Supplier' and/or 'Gas Supplier', depending on which Energy Supply Licence or Energy Supply Licences it holds). Each Large Supplier Party shall, on request, notify the Panel and the DCC of the Party's progress towards completing such User Entry Process Tests.

T3.21 Where directed to do so by the Secretary of State, each Network Party shall use its reasonable endeavours to commence the User Entry Process Tests as soon as reasonably practicable (in respect of the User Roles of 'Electricity Distributor' or 'Gas Transporter', as applicable). Following any such direction, each Network Party shall, on request, notify the Panel and the DCC of the Party's progress towards completing such User Entry Process Tests.

T3.22 Section H14.21 (User Entry Process Tests) shall apply where there is any disagreement between the DCC and a Party as to whether that Party has completed the User Entry Process Tests (as modified by the Interface Testing Approach Document), provided that:

(a) the Panel's decision on any such matter be appealed to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs), whose decision shall be final and binding for the purposes of this Code; and

(b) in the case of the Parties referred to in Section T3.15, any such disagreement must be notified to the Panel within 14 days of the DCC notifying its assessment to that Party and any appeal must be brought within 14 days after the Panel's decision.

T3.23 Where the DCC wishes to make amendments to the Interface Testing Approach Document, the DCC shall consult with the other Parties regarding those amendments and submit those amendments to the Panel (in accordance with Section T3.10) for approval (following which Sections T3.11 to T3.14 shall apply as if the references in those Sections to approval of the document were to approval of the amendments and as if the references in Sections T3.13 and T3.14 to giving notice were not included).

Completion of Interface Testing

T3.24 The DCC shall, once the DCC considers that the exit criteria (as envisaged by Section T3.8(j)) have been met in respect of any Region, in accordance with the Interface Testing Approach Document:

(a) provide to the Panel a report evidencing that such criteria have been met;

(b) where relevant, list those sections of the report which the DCC considers should be redacted prior to circulation of the report to the Parties, where the DCC considers that those sections contain information which may pose a risk of Compromise to the DCC Total System, RDP Systems, User Systems and/or ~~User~~Non-Gateway Supplier Systems; and

(c) apply to the Panel to determine whether or not such exit criteria have been met,

and the DCC may either (as it reasonably considers appropriate in accordance with the Interface Testing Objective) do so in respect of individual Regions or some or all of the Regions collectively.

T3.25 On application of the DCC pursuant to Section T3.24, the Panel shall:

(a) determine whether or not the exit criteria have been met;

(b) notify its decision to the Secretary of State, the Authority and the Parties,

giving reasons for its decision; and

(c) direct the DCC to publish its report, subject to the redaction of those sections of the report which the Panel considers to contain information which may pose a risk of Compromise to the DCC Total System, RDP Systems ~~and/or,~~ User Systems and/or Non-Gateway Supplier Systems (which sections may or may not include those sections which the DCC proposed for redaction).

T3.26 Where the DCC has provided a report to the Panel in accordance with Section T3.24, the Panel shall provide a complete copy on request to the Secretary of State and/or the Authority.

T3.27 Subject to Section T3.28, Interface Testing shall be completed once the Panel has confirmed that the exit criteria referred to Section T3.8(j) have been met in respect of each and every Region, which must include (in respect of each Region) that the following persons have completed User Entry Process Tests (for that Region):

(a) at least two Large Supplier Parties who are not an Affiliate of one another in respect of the 'Import Supplier' User Role, and at least two Large Supplier Parties who are not an Affiliate of one another in respect of the 'Gas Supplier' User Role; and

(b) (only where applicable pursuant to Section T3.21) at least one Network Party in respect of the 'Electricity Distributor' User Role and/or at least one Network Party in respect of the 'Gas Transporter' User Role.

T3.28 Each Party shall have the ability (within the 14 days after notification by the Panel) to refer each of the Panel's decisions pursuant to Section T3.25 to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether or not the exit criteria have been met in respect of the Region in question (which determination shall be final and binding for the purposes of this Code).

T3.29 Where, following the application of the DCC pursuant to Section T3.24, the Panel or the person which determines a referral under Section T3.28 determines that one or more of the exit criteria have not been met, the DCC shall undertake further testing in order to demonstrate that the exit criteria have been met and shall resubmit its report

under Section T3.24.

Testing Issues

T3.30 Sections H14.37 to H14.45 (General: Testing Issue Resolution Process) shall apply for the purposes of Interface Testing. Each Party participating in Interface Testing shall be deemed to be a Testing Participant for such purposes, and may raise a Testing Issue in respect of Interface Testing.

T3.31 During Interface Testing, the DCC shall provide the Secretary of State with copies of the reports which are generated by the DCC or the DCC Service Provider in respect of Testing Issues (without redacting those reports as ordinarily required by Sections H14.37 to H14.45).

Definitions of Large and Small Suppliers

T3.32 For the purpose of this Section T3, the question of whether a Supplier Party is a Large Supplier or a Small Supplier shall be assessed at the time that this Code is first modified to include this Section T3.32.

T3.33 Each Supplier Party that is a Large Supplier in accordance with Section T3.32 shall notify the DCC of their status as such within one month after the time that this Code is first modified to include Section T3.32.

T4 END-TO-END TESTING

Overview

T4.1 End-to-End Testing allows for provision of the User Entry Process Tests and Device and User System Tests, subject to any modifications necessary for the purposes of transition.

Overlapping Provision of Interface Testing and End-to-End Testing

T4.2 Prior to the start of End-to-End Testing, the DCC may recommend to the Panel, having regard to the overriding objective of completing Interface Testing in a timely manner, that End-to-End Testing should be provided from the commencement of or from some point during Interface Testing. Where the DCC so recommends, it must provide a report to the Panel on the benefits and risks of the DCC providing End-To-End Testing in parallel with Interface Testing (rather than following completion of Interface Testing). Prior to submitting its report to the Panel, the DCC shall consult with the other Parties regarding the recommendation. The DCC shall also submit copies of the consultation responses received from Parties. Where it has submitted its report to the Panel, the DCC shall publish the report and such consultation responses (to the extent that they are not marked confidential) on the DCC Website.

T4.3 Where the Panel agrees with the DCC's recommendation pursuant to Section T4.2, then End-to-End Testing shall commence from the time recommended (notwithstanding the notice period in Section T4.9). Otherwise, End-to-End Testing shall commence on completion of Interface Testing (or such later date as is necessary to allow compliance with Section T4.9).

End-to-End Testing Approach Document

T4.4 The DCC shall develop a document (the "**End-to-End Testing Approach Document**") which sets out:

(a) the manner in which User Entry Process Tests and Device and User System Tests are to be provided during End-to-End Testing, which shall be consistent with the relevant requirements of Section H14 (Testing Services) subject only to amendments reasonably required for the purposes of transition;

(b) that, to the extent it is reasonably practicable to do so, the DCC shall allow persons who are eligible to undertake tests pursuant to the End-to-End Testing Approach Document to undertake those tests concurrently (provided that, where it is not reasonably practicable to do so, the DCC shall give priority to completion of the User Entry Process Tests by the Supplier Parties during the period prior to the completion of Interface Testing and the DCC shall otherwise schedule Testing Participants as is reasonable for the purposes of transition); and

(c) the latest date from which the DCC will first make Test Communications Hubs available pursuant to Section F10 (Test Communications Hubs).

Approval of End-to-End Testing Approach Document

T4.5 The DCC shall submit the End-to-End Testing Approach Document to the Panel for the Panel's approval as fit for the purposes envisaged by this Section T4.

T4.6 Before submitting the End-to-End Testing Approach Document to the Panel, the DCC shall consult with the other Parties, the Panel and those persons entitled to undertake Device and User System Tests regarding the End-to-End Testing Approach Document. When submitting the End-to-End Testing Approach Document to the Panel, the DCC shall also submit copies of the consultation responses received from the other Parties and such persons. In addition, the DCC shall publish such consultation responses (to the extent not marked confidential) on the DCC Website.

T4.7 Where the Panel decides not to approve the End-to-End Testing Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the other Parties giving reasons for such decision. In such circumstances, the DCC shall:

(a) revise the document to address such reasons;

(b) re-consult with the other Parties and those persons entitled to undertake Device and User Systems Tests; and

(c) re-submit the document to the Panel for approval and comply with Section T4.6 (following which this Section T4.7 or Section T4.8 shall apply).

T4.8 Where the Panel decides to approve the End-to-End Testing Approach Document

submitted for approval, the Panel shall notify such decision to the DCC, the other Parties and the other persons who provided consultation responses in accordance with Section T4.6, giving reasons for such decision. In such circumstances, the DCC and each other Party shall have the ability (within the 14 days after notification by the Panel) to refer the matter to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether the End-to-End Testing Approach Document:

(a) should be approved as fit for the purposes envisaged by this Section T4;

(b) is not fit for the purposes envisaged by this Section T4, but will be deemed to be approved if it is revised by the DCC in accordance with the determination; or

(c) is not fit for the purposes envisaged by this Section T4 and should be revised and re-submitted by the DCC in accordance with Section T4.7,

(and any such determination shall be final and binding for the purposes of this Code).

Commencement of End-to-End Testing

T4.9 Subject to Section T4.10, once the End-to-End Testing Approach Document has been approved by the Panel (or deemed to be approved by the Panel under Section T4.8(b)), the DCC shall publish the approved document on the DCC Website and (subject to Section T4.3) give at least 6 months' prior notice to Testing Participants of the date on which End-to-End Testing is to commence (or such shorter period as the Secretary of State may direct).

T4.10 Where the Panel's approval of the End-to-End Testing Approach Document is appealed by one or more persons, the Panel may nevertheless direct that the matter appealed is not of a nature that should delay publication and the giving of notice under Section T4.9, in which case the DCC shall publish the document and give notice under Section T4.9 (noting the appeal). Subject to the foregoing provisions of this Section T4.10, the DCC shall not publish the End-to-End Testing Approach Document and give notice under Section T4.9 where the Panel's decision has been appealed under Section T4.8 (pending the approval of the document thereunder or revision in accordance with a determination made under Section T4.8(b)).

End-to-End Testing

T4.11 The DCC shall comply with its obligations under the approved End-to-End Testing Approach Document.

T4.12 Each Party that seeks to undertake User Entry Process Tests or Device and System Tests during End-to-End Testing shall do so in accordance with the approved End-to-End Testing Approach Document. Where the DCC is to provide Testing Services during End-to-End Testing to a person that is not a Party, the DCC shall act in accordance with any relevant provisions of the End-to-End Testing Approach Document.

T4.13 Where the DCC wishes to make amendments to the End-to-End Testing Approach Document, the DCC shall consult with the other Parties, the Panel and those persons entitled to undertake Device and User System Tests regarding those amendments and submit those amendments to the Panel (in accordance with Section T4.6) for approval (following which Sections T4.7 to T4.10 shall apply as if the references in those Sections to approval of the document were to approval of the amendments and as if the references in Section T4.9 and T4.10 to giving notice were not included).

Disputes

T4.14 Section T3.16 shall apply during Interface Testing in respect of the entry criteria for the User Entry Process Tests. Otherwise, in the case of those disputes relating to User Entry Process Tests and Device and User System Tests that would ordinarily be subject to the Authority's determination pursuant to Section H14 (Testing Services), during End-to-End Testing, the Secretary of State may direct that such disputes are determined by the Secretary of State (or, where the Secretary of State so directs such other person as the Secretary of State directs), rather than the Authority. The determination of such disputes by the Secretary of State (or such other person as the Secretary of State directs) shall be final and binding for the purposes of this Code.

Completion of End-to-End Testing

T4.15 Subject to Section T4.17, End-to-End Testing shall cease on the date 12 months after it commenced.

T4.16 During the ninth month of End-to-End Testing (or at such other time as the DCC and the Panel may agree), the DCC shall submit a recommendation to the Panel as to whether or not the period of End-to-End Testing should be extended by an additional 6 months. Prior to submitting such recommendation to the Panel, the DCC shall consult the Testing Participants on the matter. When submitting such recommendation to the Panel, the DCC shall also submit copies of any consultation responses received from the Testing Participants. The DCC shall publish such consultation responses (to the extent not marked confidential) on the DCC Website.

T4.17 The Panel shall, after receipt of the DCC's recommendation in accordance with Section T4.16, decide whether or not the period of End-to-End Testing should be extended by an additional 6 months. The Panel shall notify the Testing Participants of its decision, and of the reasons for its decision. Where the Panel decides that the period of End-to-End Testing should be extended by an additional 6 months, then End-to-End Testing shall end on the date 18 months after the date it started (which decision shall be final and binding for the purposes of this Code).

Testing Issues

T4.18 Sections H14.37 to H14.45 (General: Testing Issue Resolution Process) shall apply for the purposes of End-to-End Testing. Each Party participating in User Entry Process Tests or Device and System Tests during End-to-End Testing shall be deemed to be a Testing Participant for such purposes, and may raise a Testing Issue in respect of Interface Testing.

T4.19 During End-to-End Testing, the DCC shall provide the Secretary of State with copies of the reports which are generated by the DCC or the DCC Service Provider in respect of Testing Issues (without redacting those reports as ordinarily required by Sections H14.37 to H14.45).

T5 SMKI AND REPOSITORY TESTING

Overview

T5.1 SMKI and Repository Testing tests the capability of the DCC and the component parts of the DCC Systems to interoperate with the Systems of Parties to the extent necessary for the SMKI Services and the SMKI Repository Service.

SRT Objective

T5.2 The objective of SMKI and Repository Testing (the "**SRT Objective**") is to demonstrate that the DCC and the DCC Systems interoperate with each other and with Systems of Parties to the extent necessary in order that the DCC is capable of complying with its obligations under Section L (Smart Metering Key Infrastructure) at (during the period of Interface Testing) the levels of activity reasonably anticipated during the period of Interface Testing, and (thereafter) the levels of activity set out in Section L (Smart Metering Key Infrastructure).

T5.3 For the purposes of Section T5.2, the Sections referred to in that Section shall be construed by reference to:

(a) the decision or consultation document concerning the intended future content of those Sections most recently published by the Secretary of State prior to the date on which this Section T5.3 comes into force (regardless of whether the content of those documents has yet been incorporated into this Code, or whether those Sections are stated to not yet apply under Section X (Transition)); and

(b) to the extent not inconsistent with any document referred to in (a), any document regarding technical or procedural requirements which support those Sections which is published from time to time by the Secretary of State for the purposes of this Section T5.3.

T5.4 During SMKI and Repository Testing, Parties who wish to do so, and who are ready to do so in accordance with the entry criteria for the SMKI and Repository Entry Process Tests, shall be able to undertake the SMKI and Repository Entry Process Tests (pursuant to Section H14 (Testing Services)).

SRT Approach Document

T5.5 The DCC shall develop a document (the "**SRT Approach Document**") which sets out:

(a) the reasonable entry criteria to be satisfied by the DCC with respect to the DCC Systems and the Communications Hubs selected pursuant to Section T1 prior to commencement of SMKI and Repository Testing;

(b) the entry criteria to be met by each Party prior to its commencing the SMKI and Repository Entry Process Tests (which criteria shall be consistent with the relevant requirements of Section H14 (Testing Services), subject only to amendments reasonably required for the purposes of SMKI and Repository Testing);

(c) the manner in which SMKI and Repository Testing is to be undertaken, including the respective obligations of the DCC and each other Party;

(d) a reasonable timetable for undertaking and completing SMKI and Repository Testing;

(e) the frequency and content of progress reports concerning SMKI and Repository Testing to be provided by the DCC to the Panel (which the Panel shall make available to the Secretary of State, the Authority and Testing Participants), which reports must include details of Testing Issues identified and resolved and of any problems and solutions encountered with respect to Devices (the details of such Testing Issues to be anonymised and redacted as required in accordance with Section H14.44 (General: Testing Issue Resolution Process));

(f) the process by which the DCC will facilitate Parties undertaking and completing the SMKI and Repository Entry Process Tests (which process shall be consistent with the relevant requirements of Section H14 (Testing Services), subject only to amendments reasonably required for the purposes of SMKI and Repository Testing);

(g) a Good Industry Practice methodology for determining whether or not the SRT

Objective has been achieved, including details of the exit criteria to be achieved and the level of assurance that will be delivered by achievement of those exit criteria (including completion of SMKI and Repository Entry Process Tests by two Large Supplier Parties as described in Section T5.20); and

(h) how the DCC will report to the Panel where the DCC considers that the exit criteria referred to in (g) above have been achieved (providing evidence of such achievement), having consulted with the Parties who have participated in SMKI and Repository Testing.

Approval of SRT Approach Document

T5.6 The DCC shall submit the SRT Approach Document to the Panel for the Panel's approval as fit for the purposes envisaged by this Section T5.

T5.7 Before submitting the SRT Approach Document to the Panel, the DCC shall consult with the other Parties, the Panel and the SMKI PMA regarding the SRT Approach Document. When submitting the SRT Approach Document to the Panel, the DCC shall also submit copies of the consultation responses received from the other Parties. In addition, the DCC shall publish such consultation responses (to the extent not marked confidential) on the DCC Website.

T5.8 The Panel shall consult with the SMKI PMA prior to deciding whether or not to approve the SRT Approach Document submitted for approval.

T5.9 Where the Panel decides not to approve the SRT Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the other Parties giving reasons for such decision. In such circumstances, the DCC shall:

(a) revise the document to address such reasons;

(b) re-consult with the other Parties; and

(c) re-submit the document to the Panel for approval and comply with Section T5.7 (following which Section T5.8 shall apply and this Section T5.9 or Section T5.10 shall apply).

T5.10 Where the Panel decides to approve the SRT Approach Document submitted for approval, the Panel shall notify such decision to the DCC and the other Parties giving reasons for such decision. In such circumstances, the DCC and each other Party shall have the ability (within the 14 days after notification by the Panel) to refer the matter to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether the SRT Approach Document:

(a) should be approved as fit for the purposes envisaged by this Section T5;

(b) is not fit for the purposes envisaged by this Section T5, but will be deemed to be approved if it is revised by the DCC in accordance with the determination; or

(c) is not fit for the purposes envisaged by this Section T5 and should be revised and re-submitted by the DCC in accordance with Section T5.9,

(which determination shall be final and binding for the purposes of this Code).

Commencement of SMKI and Repository Testing

T5.11 Subject to Section T5.12, once the SRT Approach Document has been approved by the Panel (or deemed to be approved by the Panel under Section T5.10(b)), the DCC shall publish the approved document on the DCC Website and give at least 3 month's (or such shorter period as the Secretary of State may direct) notice to the other Parties of the date on which SMKI and Repository Testing is to commence. The SRT Approach Document must be published at least 3 months (or such shorter period as the Secretary of State may direct) in advance of the date on which Systems Integration Testing is to commence.

T5.12 Where the Panel's approval of the SRT Approach Document is appealed by one or more persons under Section T5.10, the Panel may nevertheless direct that the matter appealed is not of a nature that should delay publication and the giving of notice under Section T5.11, in which case the DCC shall publish the document and give notice under Section T5.11 (noting the appeal). Subject to the foregoing provisions of this Section T5.12, the DCC shall not publish the SRT Approach Document and give notice under Section T5.11 where the Panel's decision has been appealed under

Section T5.10 (pending the approval of the document thereunder or revision in accordance with a determination made under Section T5.10(b)).

T5.13 Prior to the commencement of ~~SMKI and Repository~~Interface Testing and in accordance with the SRT Approach document, the DCC shall assess whether or not each Large Supplier Party meets the entry criteria referred to in Section T5.5(b), and report to the Panel and that Party on the same. Each Large Supplier Party shall:

(a) take all reasonable steps to ensure that it meets the entry criteria referred to in Section T5.5(b) prior to the commencement of Interface Testing; and

(b) notify the Panel and the DCC as soon as reasonably practicable if the Party considers that it will not meet those criteria prior to the commencement of Interface Testing.

T5.14 Section H14.25 (SMKI and Repository Entry Process Tests) shall apply where there is any disagreement between the DCC and a Party as to whether that Party has met the entry criteria for the SMKI and Repository Entry Process Tests (as modified by the SRT Approach Document), provided that:

(a) the Panel's decision on any such matter may be appealed to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs), whose decision shall be final and binding for the purposes of this Code; and

(b) in the case of the Parties referred to in Section T5.13, such disagreement must be notified to the Panel within 14 days of the DCC notifying its assessment to that Party and any appeal must be brought within 14 days after the Panel's decision.

SMKI and Repository Testing

T5.15 The DCC shall comply with its obligations under the approved SRT Approach Document. The DCC shall use its reasonable endeavours to ensure that SMKI and Repository Testing is completed as soon as it is reasonably practicable to do so.

T5.16 Each Party that undertakes the SMKI and Repository Entry Process Tests pursuant to the SRT Approach Document shall do so in accordance with Section H14 (Testing

Services) and the approved SRT Approach Document.

T5.17 Each Large Supplier Party shall use its reasonable endeavours to commence the SMKI and Repository Entry Process Tests as soon as reasonably practicable (in respect of all the roles to which the SMKI and Repository Entry Process Tests apply). Each Large Supplier Party shall, on request, notify the Panel and the DCC of the Party's progress towards completing such SMKI and Repository Entry Process Tests.

T5.18 Where the DCC wishes to make amendments to the SRT Approach Document, the DCC shall consult with the other Parties regarding those amendments and submit those amendments to the Panel (in accordance with Section T5.7) for approval (following which Sections T5.8 to T5.12 shall apply as if the references in those Sections to approval of the document were to approval of the amendments and as if the references in Sections T5.11 and T5.12 to giving notice were not included).

Completion of SMKI and Repository Testing

T5.19 The DCC shall, once the DCC considers that the exit criteria (as envisaged by Section T5.5(g)) have been met, in accordance with the SRT Approach Document:

(a) provide to the Panel a report evidencing that such criteria have been met;

(b) where relevant, list those sections of the report which the DCC considers should be redacted prior to circulation of the report to the Parties, where the DCC considers that those sections contain information which may pose a risk of Compromise to the DCC Total System, RDP Systems and/or User Systems; and

(c) apply to the Panel to determine whether or not such exit criteria have been met.

T5.20 Such exit criteria must include a requirement that at least two Large Supplier Parties who are not an Affiliate of one another have each completed the SMKI and Repository Entry Process Tests to become:

(a) an Authorised Subscriber under the Organisation Certificate Policy;

(b) an Authorised Subscriber under the Device Certificate Policy; and

(c) eligible to access the SMKI Repository.

T5.21 On application of the DCC pursuant to Section T5.19, the Panel shall:

(a) determine whether or not the exit criteria have been met;

(b) notify its decision to the Secretary of State, the Authority and the Parties, giving reasons for its decision ; and

(c) direct the DCC to publish its report, subject to the redaction of those sections of the report which the Panel considers to contain information which may pose a risk of Compromise to the DCC Total System, RDP Systems and/or User Systems (which sections may or may not include those sections which the DCC proposed for redaction)

T5.22 Where the DCC has provided a report to the Panel in accordance with Section T5.19, the Panel shall provide a complete copy on request to the Secretary of State and/or the Authority.

T5.23 Subject to Section T5.24, SMKI and Repository Testing shall be completed once the Panel has determined that the exit criteria referred to Section T5.5(g) have been met in respect of the Parties referred to in Section T5.20.

T5.24 Each Party shall have the ability (within the 14 days after notification by the Panel) to refer the Panel's decision pursuant to Section T5.21 to the Authority (or, where the Secretary of State so directs, to the Secretary of State or such other person as the Secretary of State directs) to determine whether or not the exit criteria have been met in respect of the Parties referred to in Section T5.20 (which determination shall be final and binding for the purposes of this Code).

T5.25 Where, on the application of the DCC pursuant to Section T5.19, it has been determined that one or more of the exit criteria have not been met, the DCC shall undertake further testing in order to demonstrate that the exit criteria have been met and shall resubmit its report in accordance with Section T5.19.

Testing Issues

T5.26 Sections H14.37 to H14.45 (General: Testing Issue Resolution Process) shall apply

for the purposes of SMKI and Repository Testing. Each Party participating in SMKI and Repository Testing shall be deemed to be a Testing Participant for such purposes, and may raise a Testing Issue in respect of SMKI and Repository Testing.

T5.27 During SMKI and Repository Testing, the DCC shall provide the Secretary of State with copies of the reports which are generated by the DCC or the DCC Service Provider in respect of Testing Issues (without redacting those reports as ordinarily required by Sections H14.37 to H14.45).

Definitions of Large and Small Suppliers

T5.28 For the purpose of this Section T5, the question of whether a Supplier Party is a Large Supplier or a Small Supplier shall be assessed at the time that this Code is first modified to include this Section T5.28.

T5.29 Each Supplier Party that is a Large Supplier in accordance with Section T5.28 shall notify the DCC of their status as such within one month after the time that this Code is first modified to include Section T5.28.

T6 DEVELOPMENT OF ENDURING TESTING DOCUMENTS

Overview

T6.1 The Common Test Scenarios Document, the SMKI and Repository Test Scenarios Document and the Enduring Testing Approach Document are to be developed by the DCC pursuant to this Section T6, and incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).

Purpose of the Test Scenarios Documents

T6.2 The purpose of each of the Common Test Scenarios Document and the SMKI and Repository Test Scenarios Document is set out in Section H14 (Testing Services).

T6.3 The Common Test Scenarios Document must include test scenarios for testing use of the Self-Service Interface and the DCC User ~~Gateway~~Interface and any entry requirements (for particular User Roles) prior to execution of those tests. In respect of the DCC User ~~Gateway~~Interface, such tests must include (for each User Role) a requirement for the successful testing of Service Requests for each Service set out in the DCC User ~~Gateway~~Interface Services Schedule in respect of that User Role.

Purpose of the Enduring Testing Approach Document

T6.4 The purpose of the Enduring Testing Approach Document is to set out (for persons who are eligible to undertake tests pursuant to the Testing Services) how the Testing Services will be provided, including details of:

(a) how the DCC will provide any Testing Services remotely;

(b) how the DCC will provide a connection to the SM WAN pursuant to Section H14.31 (Device and User System Tests); and

(c) how the DCC will make Test Certificates available pursuant to Section H14.11 (General: Test Certificates).

Process to Develop Documents

T6.5 The procedure by which the DCC is to develop each of the Common Test Scenarios Document, the SMKI and Repository Test Scenarios Document and the Enduring

Testing Approach Document is as follows:

(a) the DCC shall produce draft documents by such date as is reasonably necessary to meet the applicable date under Section T6.5(d);

(b) in producing each draft document, the DCC must consult appropriately with the Parties;

(c) where disagreements with the Parties arise concerning the proposed content of either document, the DCC shall seek to reach an agreed solution with them, but without prejudice to the purposes of the document;

(d) having complied with (b) and (c) above, the DCC shall submit each draft document to the Secretary of State as soon as is reasonably practicable, and:

(i) in the case of the Common Test Scenarios Document and the SMKI and Repository Test Scenarios Document, in any case by the date seven months prior to the expected commencement date of Interface Testing as set out in the Interface Testing Approach Document (or such later date as the Secretary of State may direct); or

(ii) in the case of the Enduring Testing Approach Document, in any case by the date three months prior to the expected commencement date of End-to-End Testing as set out in the End-to-End Testing Approach Document (or such later date as the Secretary of State may direct);

(e) when submitting a draft document under (d) above, the DCC shall indicate to the Secretary of State:

(i) why the DCC considers the draft to be fit for purpose; ~~and~~

~~(i)~~(ii) copies of the consultation responses received; and

~~(ii)~~(iii) any areas of disagreement that arose during the consultation process and that have not been resolved; and

(f) the DCC must comply with the requirements with respect to process and timeframe of any direction that is given by the Secretary of State to resubmit either document.

T7 ENDING OF THE APPLICATION OF THIS SECTION T

T7.1 This Section T shall cease to apply, and this Code shall automatically be modified so as to delete this Section T, on the last to occur of the following:

(a) completion of Interface Testing;

(b) completion of End-to-End Testing; and

(c) completion of SMKI and Repository Testing.

SECTION X: TRANSITION

X1 GENERAL PROVISIONS REGARDING TRANSITION

Overriding Nature of this Section

X1.1 The provisions of this Section X shall apply notwithstanding, and shall override, any other provision of this Code.

Transition Objective

X1.2 The objective to be achieved pursuant to this Section X (the "**Transition Objective**") is the efficient, economical, co-ordinated, timely, and secure process of transition to the Completion of Implementation.

X1.3 The "**Completion of Implementation**" shall occur on the date designated for the purpose of this Section X1.3 by the Secretary of State (or such person as the Secretary of State may designate for the purposes of this Section X1.3), once the Secretary of State (or the person so designated) is of the opinion that:

(a) the documents referred to in Section X5 and that the Secretary of State (or the person so designated) considers material to the implementation of this Code have been incorporated into this Code in accordance with that Section;

(b) the provisions of this Code that the Secretary of State (or the person so designated) considers material to the implementation of this Code apply in full without any variation pursuant to this Section X (or, where any such variations do apply, the requirements of Sections X1.3(c) will still be met despite such variations ending in accordance with Section X1.5(a)); and

(c) each Party that holds an Energy Licence is (or would be had such Party acted in accordance with Good Industry Practice) reasonably able (on the assumption that such Party acts in accordance with Good Industry Practice) to perform its obligations, and to exercise its rights, under this Code to the extent that the Secretary of State (or the person so designated) considers such obligations or rights material to the implementation of this Code.

X1.4 Before designating a date for the purpose of Section X1.3, the Secretary of State (or the person designated for the purposes of this Section X1.3) must consult the Authority, the Panel and the Parties in respect of the proposed date. Such consultation must allow such period of time as the Secretary of State (or the person so designated) considers appropriate in the circumstances within which representations or objections may be made.

Ending of the Application of this Section X

X1.5 With effect from the earlier of:

(a) Completion of Implementation; or

(b) 31 October 2018,

this Section X (and any variations to this Code provided for in, or made by directions pursuant to, this Section X) shall cease to apply (save as set out in Section X5.5), and this Code shall automatically be modified so as to delete this Section X.

General Obligations

X1.6 Each Party shall take all reasonable steps to do all such things as are within its power and necessary or expedient in order to facilitate achievement of the Transition Objective.

X1.7 Each Party shall provide such reasonable co-operation and assistance to the other Parties and to the Panel as may be necessary to facilitate compliance with the provisions of this Section X, and with any variations to this Code provided for in (or made by directions pursuant to) this Section X.

X1.8 Without prejudice to its legal rights, no Party shall take any step, or exercise any right, which is intended to (or might reasonably be expected to) hinder or frustrate the achievement of the Transition Objective.

Information

X1.9 Each Party shall provide to the Secretary of State, in such manner and at such times as the Secretary of State may reasonably require, such Data as the Secretary of State may

reasonably require in order to enable the Secretary of State to assess progress towards (and to facilitate) achievement of the Transition Objective. No Party shall be obliged to provide information under this Section X1.9 where such Party is obliged to provide such information under its Energy Licence, or where such information is expressly excluded from the information that such Party is obliged to provide under its Energy Licence.

X1.10 If a Party is aware of any matter or circumstance which it considers will materially delay or frustrate the achievement of the Transition Objective, that Party shall promptly inform the Secretary of State of such matter or circumstance.

Day-One Elective Communication Services

X1.11 Where the Secretary of State designates one or more draft Bilateral Agreements for the purposes of this Section X1.11 (each of which drafts must specify the potential Elective Communication Services to be provided thereunder, and the DCC's potential counterparty thereunder), then:

(a) the DCC shall, within 10 Working Days thereafter, make a formal offer to each of the counterparties in question for the Elective Communication Services in question as if Section H7.12 (Formal Offer) applied;

(b) such offer shall be on the basis of the draft Bilateral Agreement designated by the Secretary of State (subject only to the addition of the applicable Elective Charges, any termination fee and any credit support requirements);

(c) the counterparty shall be under no obligation to accept such offer; and

(d) any agreement entered into pursuant to this Section X1.11 shall be a Bilateral Agreement.

Disputes

X1.12 In the event of any dispute between the Parties (or between the Panel and any Party) as to whether a particular Party is obliged to undertake a particular activity pursuant to Section X1.6 to X1.11 (inclusive), a Party (or the Panel) may refer the matter to the Secretary of State (or, where designated by the Secretary of State for such purposes, the Panel or the Authority) for determination (which determination may include a

requirement to comply with such terms and conditions as the person making it considers appropriate in all the circumstances of the case). Any determination by the Secretary of State or by the Authority pursuant to this Section X1.12 shall be final and binding for the purposes of this Section X1. Any determination by the Panel pursuant to this Section X1.12 shall be subject to appeal to the Secretary of State (or, where designated by the Secretary of State for such purposes, to the Authority), the determination of such appeal being final and binding for the purposes of this Section X1.

Modification of this Section X

X1.13 The variations to this Code provided for in, or made by directions pursuant to, this Section X shall not constitute modifications that should be subject to Section D (Modification Process). For the avoidance of doubt, this Section X shall be capable of being modified under Section D (Modification Process).

SECCo

X1.14 The provisions of this Section X1 (and the definitions used in this Section) shall apply to SECCo as if SECCo was a Party.

Publication of Draft Subsidiary Documents by the DCC

X1.15 Where, pursuant to this Code or the DCC Licence, the DCC is required to prepare or produce and to consult upon a draft (or further draft) of a document (or to resubmit a document) that is intended to be incorporated into this Code as a SEC Subsidiary Document, the DCC shall, at or around the same time as the DCC sends such document to the Secretary of State, publish on the DCC Website:

(a) a copy of the document sent to the Secretary of State; and

(b) a summary of any material comments raised in response to the consultation and a brief description of the reasons why any associated changes to the document were or were not made.

X2 EFFECTIVE PROVISIONS AT DESIGNATION

Provisions to have Effect from Designation

X2.1 The following Sections, Schedules and SEC Subsidiary Documents shall be effective from the date of this Code's designation (subject to the other provisions of this Section X):

(a) Section A (Definitions and Interpretation);

(b) Section B (Accession);

(c) Section C (Governance);

(d) Section D (Modification Process);

(e) Section E (Registration Data);

(f) Section K (Charging Methodology);

(g) Section M (General);

(h) Section X (Transition);

(i) Schedule 1 (Framework Agreement);

(j) Schedule 2 (Specimen Accession Agreement);

(k) Schedule 4 (Establishment of SECCo);

(l) Schedule 5 (Accession Information); and

(m) Schedule 6 (Specimen Form Letter of Credit).

Effectiveness of Section J

X2.2 Section J (Charges) shall be effective (subject to the other provisions of this Section X) from the earlier of:

(a) the date three months after the date of this Code's designation; or

(b) the date notified by the DCC to the other Original Parties on not less than 10

Working Days prior notice (on the basis that the DCC may only specify one such date from which date all of Section J shall be effective),

provided that the DCC shall be entitled to recover Charges in respect of the period from the designation of this Code.

Variations in respect of Section D

X2.3 Notwithstanding that Section D (Modifications) is stated in Section X2.1 to be effective, it shall, until the date designated by the Secretary of State for the purposes of this Section X2.3, apply as varied by this Section X2.3. The variations to apply pursuant to this Section X2.3 are that Section D (Modifications) is to apply subject to the following:

(a) only Modification Proposals that are either an Urgent Proposal or a Fast-Track Modification may be raised;

(b) any Modification Proposal that is raised by a Proposer on the basis that it is urgent, but which is subsequently determined by the Authority (as provided for in Section D4) not to be an Urgent Proposal, shall be cancelled and shall not be progressed;

(c) the Secretary of State shall be entitled to direct the Panel to cancel or suspend any Modification Proposal, in which case the Panel shall cancel or suspend the Modification Proposal in question and it shall not then be further progressed or implemented (or, in the case of suspension, shall not then be further progressed or implemented until the Secretary of State so directs); and

(d) the Change Board need not be established on the designation of this Code, but the Panel shall establish the Change Board as soon as reasonably practicable after the designation of this Code, and until the Change Board is established the Panel shall perform the function of the Change Board in respect of Modification Proposals (in which case, the Panel shall vote on whether to approve or reject a Modification Proposal in accordance with the Panel Objectives and on the basis of a simple majority).

Variations in respect of Section E

X2.4 Notwithstanding that Section E (Registration Data) is stated in Section X2.1 to be effective, it shall, until the date designated by the Secretary of State for the purposes of this Section X2.4, apply as varied by this Section X2.4. The variations to apply pursuant to this Section X2.4 are that Section E (Registration Data) is to apply as if:

(a) the information to be provided under Sections E2.1 and E2.2 is (subject to Section X2.4(b)) in respect of each Metering Point or Supply Meter Point (as applicable):

(i) the MPAN or MPRN (as applicable);

(ii) the identity of the person Registered for that Metering Point or Supply Meter Point (as applicable);

(iii) the identity of the Gas Network Party for the network to which the Supply Meter Point relates;

(iv) whether or not the Metering Point has a status that indicates that it is energised;

(v) whether or not the Supply Meter Point has a status that indicates that gas is offtaken at that point;

(vi) the profile class (as referred to in Section E2.1) relating to each such Metering Point; and

(vii) whether the Supply Meter Point serves a Domestic Premises or a Non-Domestic Premises;

(b) the information to be provided under Section E2.2 in respect of the period until the end of the 15th of December 2013 (or such later date as the Secretary of State may direct) is capable of being provided either by reference to MPRNs or by reference to 'Supply Point Registration Numbers' (as defined in the UNC);

(c) the text at Sections E2.3 and E2.4 (Obligation on the DCC to Provide Data) was deleted;

(d) the text at Section E2.5 (Frequency of Data Exchanges) was replaced with "The Data to be provided in accordance with this Section E2 shall be provided or updated on the last Working Day of each month (or as soon as reasonably practicable thereafter), so as to show the position as at the end of the 15th day of that month";

(e) the text at Section E2.6 (Frequency of Data Exchanges) was replaced with "The Data to be provided in accordance with this Section E2 shall be provided in such format, and shall be aggregated in such manner, as the DCC may reasonably require in order to enable the DCC to comply with its obligations under the DCC Licence or this Code";

(f) the text at Sections E2.7 to E2.~~10~~11 (inclusive) and E2.~~12~~13 was deleted; and

(g) an additional section was included at the end of Section E2 as follows: "The DCC shall produce a draft Registration Data Incident Management Policy that meets the requirements of Section E2.~~11~~12 (Registration Data Incident Management Policy). In producing such draft policy, the DCC must consult the Parties and the Registration Data Providers. Where disagreements between the DCC and the Parties or Registration Data Providers arise, the DCC shall seek to reach an agreed solution with them, but without prejudice to the requirements of Section E2.~~11~~12. The DCC shall submit the draft policy to the Secretary of State as soon as is reasonably practicable, indicating: (a) why the DCC considers the draft to be fit for purpose; (b) the outcome of the consultation; and (c) any unresolved areas of disagreement that arose with the Parties or Registration Data Providers. The DCC shall comply with any direction by the Secretary of State to re-consider, re-consult and/or re-submit the draft policy."

Variations in respect of Section K

X2.5 Notwithstanding that Section K (Charging Methodology) is stated in Section X2.1 to be effective, it shall, until the date designated by the Secretary of State for the purposes of this Section X2.5, apply as varied by this Section X2.5. The variations to apply pursuant to this Section X2.5 are that:

(a) in respect of the Fixed Charges payable for each of the months up to and including November 2013 (or such later month as the Secretary of State may direct), the DCC shall calculate the Fixed Charges as if there were no Export Suppliers and as if all Export Suppliers were Import Suppliers (and the DCC shall not therefore require data in respect of such months pursuant to Section E2.1 that distinguishes between Import MPANs and Export MPANs); and

(b) insofar as the Registration Data provided to the DCC under Section E2.2 is by reference to 'Supply Points' (as defined in the UNC), rather than MPRNs, the DCC may calculate the number of Mandated Smart Metering Systems (as defined in Section K11.1) by reference to the number of such Supply Points.

Variations in respect of Section M

X2.6 Notwithstanding that Section M (General) is stated in Section X2.1 to be effective, it shall, until the date designated by the Secretary of State for the purposes of this Section X2.6, apply as varied by this Section X2.6. The variation to apply pursuant to this Section X2.6 is that Section M8.1(a) shall not apply.

General

X2.7 Where a Section is stated in this Section X2 to apply subject to more than one variation, then the Secretary of State may:

(a) designate different dates from which each such variation is to cease to apply; and/or

(b) designate a date from which one or more such variations are to cease to apply (without prejudice to the continued application of the other such variations).

X2.8 Before designating any dates for the purpose of this Section X2, the Secretary of State must consult the Authority, the Panel and the Parties in respect of the proposed date. Such consultation must allow such period of time as the Secretary of State considers appropriate in the circumstances within which to make representations or objections with respect to the proposed date. The requirement for consultation may be satisfied by consultation before, as well as after, the designation of this Code.

X3 PROVISIONS TO BECOME EFFECTIVE FOLLOWING DESIGNATION

Effective Dates

X3.1 Each Section, Schedule and SEC Subsidiary Document (or any part thereof) not referred to in Section X2.1 or X2.2 shall only be effective from the date:

(a) set out or otherwise described in this Section X3; or

(b) designated in respect of that provision by the Secretary of State for the purpose of this Section X3.

X3.2 The following Sections, Schedules and Appendices shall be effective from the following dates (subject to the other provisions of this Section X):

(a) Section F1 (Technical Sub-Committee) shall have effect from the date on which this Code is first modified to include that Section;

(b) Sections F5 (Communications Hub Forecasting and Orders~~), F6 (Delivery and Acceptance of Communications Hubs), F7 (Installation and Maintenance of Communications Hubs), F8 (Removal and Return of Communications Hub), F9 (Categories of Communications Hub Responsibility), and F10 (Test Communications Hubs~~) shall have effect from the date designated by the Secretary of State for the purposes of this Section X3.2(b);

~~(b)~~(c) Section G (Security) shall have effect from the date on which this Code is first modified to include ~~those Sections;~~that Section;

~~(c)~~(d) ~~Section G (Security) and~~ Section I (Data Privacy) shall have effect from the date on which this Code is first modified to include ~~those Sections;~~ Section I2 (Other User Privacy Audits);

~~(d)~~(e) Section H14 (Testing Services) shall have effect as follows:

(i) Section H14.8 (General: Forecasting) shall have effect from the commencement of Interface Testing;

(ii) Section H14.11 (General: SMKI Test Certificates) shall have effect from the commencement of Systems Integration Testing; and

(iii) all the other provisions of Section H14 (Testing Services) shall have effect:

(A) in respect of the User Entry Process Tests, from the commencement of Interface Testing;

(B) in respect of the SMKI and Repository Entry Process Tests, from the commencement of SMKI and Repository Testing;

(C) in respect of Device and User System Testing, from the commencement of End-to-End Testing; and

(D) in respect of all other Testing Services, from the end of End-to-End Testing;

~~(e)~~(f) Sections L1 (SMKI Policy Management Authority), L2 (SMKI Assurance), L4 (The SMKI Service Interface), L6 (The SMKI Repository Interface), L8 (SMKI Performance Standards and Demand Management), L9 (The SMKI Document Set) and L10 (The SMKI Recovery Procedure) shall have effect from the date on which this Code is first modified to include those Sections;

~~(f)~~(g) Sections L3 (The SMKI Services), L5 (The SMKI Repository Service), L7 (SMKI and Repository Entry Process Tests), L11 (The Subscriber Obligations) and ~~L11~~L12 (Relying Party Obligations) shall have effect from the commencement of Interface Testing;

~~(g)~~(h) Section N (SMETS1 Meters) shall have effect from the date on which this Code is first modified to include that Section;

~~(h)~~(i) Section T (Testing During Transition) shall have effect from the date on which this Code is first modified to include that Section;

~~(i)~~(j) Schedule 7 (Specimen Enabling Services Agreement) shall have effect from the date on which this Code is first modified to include that Schedule;

~~(j)~~(k) Appendices A (SMKI Device Certificate Policy), B (SMKI Organisation Certificate Policy) and C (SMKI Compliance Policy) shall all have effect from the date on which this Code is first modified to include those Appendices; and

~~(k)~~(l) Appendix F (Minimum Communication Services for SMETS1 Meters) shall have effect from the date on which this Code is first modified to include that Appendix.

Variations in respect of Section F

X3.3 Notwithstanding that Section F5 (Communications Hub Forecasting and Orders) is stated in Section X3.2 to be effective from a date to be designated, it shall apply once effective as varied by this Section X3.3. For the purposes of this Section X3.3, the "**Initial Delivery Date**" shall be 1 November 2015 (or such later date as the Secretary of State may designate as such date for the purposes of this Section X3.3). The variations to apply pursuant to this Section X3.3 are that:

(a) each Supplier Party shall (and each other Party that intends to order Communications Hubs may~~):~~), subject to any contrary timings specified by the Secretary of State on designating the date from which Section F5 is to have effect:

(i) submit its first Communications Hub Forecast during the month ending nine months in advance of the start of the month in which the Initial Delivery Date occurs;

(ii) submit further Communications Hub Forecasts on a monthly basis until the month ending five months in advance of the month in which the Initial Delivery Date occurs (from which time further Communications Hub Forecasts shall be submitted without reference to this Section X3.3); and

(iii) ensure that the Communications Hub Forecasts submitted pursuant to this Section X3.3 cover a 24-month period commencing with the month in which the Initial Delivery Date occurs;

(b) no Communications Order may specify a Delivery Date that is prior to the Initial Delivery Date; and

(c) ~~no Party~~ until 1 June 2015 (or such later date as the Secretary of State may direct for the purposes of this Section X3.3(d)):

(i) the DCC shall not be obliged to make the CH Ordering System available;

(ii) Parties shall submit ~~a~~the Communications Hub ~~Order prior to the month ending four months in advance of the month in~~ Forecasts required in accordance with Section X3.3(a) by a secure means of communication (as reasonably determined by the DCC) using the template made available by the DCC for such purposes (such template to be in a readily available and commonly used electronic format);

(iii) the DCC shall accept Communications Hub Forecasts submitted by other Parties in accordance with Section X3.3(d)(ii), and shall take all reasonable steps to verify that the forecasts so submitted were submitted by the Party by which ~~the Initial Delivery Date occurs~~they are purported to have been submitted; and

(iv) the DCC shall make the following information available to other Parties (using a readily available and commonly used electronic format), in respect of each post code area within Great Britain:

(A) that the SM WAN is expected to be available within that post code area on the date from which the Enrolment Services first become available;

(B) where the SM WAN is not expected to be available within that post code area on that date but is expected to be available within that postcode area before 1 January 2021, the date from which the SM WAN is expected to first become available within that post code area; or

~~(c)~~(C) that the SM WAN is not expected to be available within that post code area before 1 January 2021.

Variations in respect of Sections G and I

X3.4 Notwithstanding that Sections G (Security) and I (Data Privacy) are stated in Section X3.2 to be effective, they shall apply as varied by this Section X3.4. The

~~variation~~variations to apply pursuant to this Section X3.4 ~~is~~are that~~.~~:

~~X3.4~~(a) the process to appoint the first Independent Security Assurance Service Provider and the process to appoint the first Independent Privacy Auditor shall be run concurrently with the intent that the same person is appointed to carry out both such roles. For the avoidance of doubt, this requirement shall apply on in respect of the process to appoint the first person to carry out each such role~~.~~; and

(b) the first annual SOC2 assessments pursuant to Section G9.3(b)(i) do not need to be completed until 12 months after the commencement of any Enrolment Services or Communications Services

Variations in respect of Section L

X3.5 Notwithstanding that Section L8 (SMKI Performance Standards and Demand Management) is stated in Section X3.2 to be effective, it shall apply as varied by this Section X3.5. The variation to apply pursuant to this Section X3.5 is that Sections L8.1 (SMKI Services: Target Response Times) to L8.6 (Code Performance Measures) will not apply until the Stage 2 Assurance Report has been published (or such later date as the Secretary of State may designate for the purposes of this Section X3.5.

Provisions to be Effective Subject to Variations

X3.6 In designating the date from which a provision of this Code is to be effective for the purpose of this Section X3, the Secretary of State may direct that such provision is to apply subject to such variation as is necessary or expedient in order to facilitate achievement of the Transition Objective (which variation may or may not be specified to apply until a specified date).

X3.7 Where the Secretary of State directs that a provision of this Code is to apply subject to such a variation, the Secretary of State may subsequently designate a date from which the provision is to apply without variation.

X3.8 Where the Secretary of State directs that a provision of this Code is to apply subject to more than one such variation, then the Secretary of State may:

(a) designate different dates from which each such variation is to cease to apply;

and/or

(b) designate a date from which one or more such variations are to cease to apply (without prejudice to the continued application of the other such variations).

General

X3.9 Before designating any dates and/or making any directions for the purpose of this Section X3, the Secretary of State must consult the Authority, the Panel and the Parties in respect of the proposed date and/or the draft direction (as applicable). Such consultation must allow such period of time as the Secretary of State considers appropriate in the circumstances within which to make representations or objections with respect to the proposed date and/or the draft direction (as applicable).

X4 GOVERNANCE SET-UP ARRANGEMENTS

General

X4.1 The provisions of Section C (Governance) shall have effect subject to the provisions of this Section X4.

Elected Members

X4.2 The Elected Members to be appointed on the designation of this Code shall be the individuals nominated by the Secretary of State for the purposes of this Section X4.2 (chosen on the basis of the election process administered by the Secretary of State on behalf of prospective Parties prior to the designation of this Code).

X4.3 Of the persons appointed as Elected Members in accordance with Section X4.2:

(a) certain of them shall retire 12 months after the designation of this Code; and

(b) certain of them shall retire 24 months after the designation of this Code,

as specified in the document by which they are nominated by the Secretary of State for the purposes of Section X4.2.

Panel Chair

X4.4 There shall be no separate Panel Chair on the designation of this Code. The Panel Members shall select (and may deselect and reselect) from among the Elected Members a person to act as Panel Chair until a person is appointed as Panel Chair pursuant to Section X4.6.

X4.5 The Elected Member acting, from time to time, as Panel Chair in accordance with Section X4.4 shall retain his or her vote as a Panel Member, but shall have no casting vote as Panel Chair.

X4.6 The Panel shall appoint a separate Panel Chair by a date no later than five months after the designation of this Code. The Panel Chair shall be appointed in accordance with a process developed by the Panel for such purpose; provided that such process must be designed to ensure that:

(a) the candidate selected is sufficiently independent of any particular Party or class of Parties;

(b) the appointment is conditional on the Authority approving the candidate;

(c) the Panel Chair is appointed for a three-year term (following which he or she can apply to be re-appointed);

(d) the Panel Chair is remunerated at a reasonable rate;

(e) the Panel Chair's appointment is subject to Section C3.8 (Panel Member Confirmation) and terms equivalent to those set out in Section C4.6 (Removal of Elected Members); and

(f) the Panel Chair can be required to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor.

X4.7 Until such time as a separate Panel Chair has been appointed pursuant to Section X4.6, the Panel Chair shall only be entitled to appoint an additional Panel Member under Section C3.6 (Panel Chair Appointee) with the unanimous approval of the Panel.

DCC Member and Consumer Members

X4.8 The DCC Member and the Consumer Members to be appointed on the designation of this Code shall be the individuals nominated as such by the Secretary of State for the purposes of this Section X4.8.

Code Administrator and Secretariat

X4.9 The Panel shall, on the designation of this Code, be deemed to have appointed as Code Administrator and Secretariat such person or persons as the Secretary of State nominates for the purposes of this Section X4.9 (chosen on the basis of the procurement process administered by the Secretary of State on behalf of the prospective Panel prior to the designation of this Code).

X4.10 As soon as reasonably practicable following the designation of this Code, the Panel shall direct SECCo to enter into contracts with such person or persons under which

they are to perform the roles of Code Administrator and Secretariat. Such contracts shall be on terms and conditions approved by the Secretary of State for the purposes of this Section X4.10.

X4.11 Without prejudice to the ongoing duties of the Panel, the appointments of, and contracts with, the Code Administrator and Secretariat made in accordance with this Section X4 are deemed to have been properly made.

Recoverable Costs

X4.12 The requirement for Recoverable Costs to be provided for in, or otherwise consistent with, an Approved Budget (as set out in Section C8.2 (SEC Costs and Expenses)) shall not apply until such time as the first Approved Budget is established. The Panel shall establish the first Approved Budget (to cover the period from the designation of this Code) as soon as reasonably practicable following the designation of this Code.

X5 INCORPORATION OF CERTAIN DOCUMENTS INTO THIS CODE

Smart Metering Equipment Technical Specification

X5.1 The document designated by the Secretary of State as the Smart Metering Technical Specification ~~under~~ in accordance with paragraph 27(b) Condition 22 of the DCC Licence shall, from the relevant date designated by the Secretary of State for the purpose of such document and of this Section X5.1, be incorporated into this Code as the Schedule specified in such designation.

Communications Hub Technical Specification

X5.2 The document designated by the Secretary of State as the Communications Hub Technical Specification ~~under~~in accordance with paragraph 27(b) of Condition 22 of the DCC Licence shall, from the relevant date designated by the Secretary of State for the purpose of such document and this Section X5.2, be incorporated into this Code as the Schedule specified in such designation.

~~**Other Technical Specifications**~~

~~Each of the technical specifications and procedural or associated documents~~**Certificate Policies**

X5.3 Any document designated by the Secretary of State ~~under~~as a Certificate Policy in accordance with paragraph 27(~~d~~c) of Condition 22 of the DCC Licence shall, from the relevant date designated by the Secretary of State for the purpose of such document and this Section X5.3, be incorporated into this Code as the Schedule or SEC Subsidiary Document specified in such designation.

Other Technical Specifications

X5.4 Each of the technical specifications and procedural or associated documents designated by the Secretary of State in accordance with paragraph 27(d) of Condition 22 of the DCC Licence shall, from the relevant date designated by the Secretary of State for the purpose of such document and this Section X5.4, be incorporated into this Code as the Schedule or SEC Subsidiary Document specified in such designation.

Re-Designation of Documents

X5.5 Paragraph 28(b) of Condition 22 of the DCC Licence includes a power for the Secretary of State to re-designate any document of a type referred to in Sections X5.1 to X5.4, subject to such amendments as he considers requisite or expedient. Where the Secretary of State exercises that power in relation to any such document:

(a) it shall be incorporated into this Code in substitution for the form of that document that was previously incorporated;

(b) the other provisions of this Section X5 shall apply to it as if it were a document being designated for the first time; and

(c) references in those provisions to the document being designated shall be read as referring to it being re-designated

Supplementary Provisions

~~X5.4~~X5.6 Paragraph 29 of Condition 22 of the DCC Licence includes a power for the Secretary of State to specify supplementary, incidental, consequential, governance or other provisions which are to have effect in this Code from the date designated for such purpose by the Secretary of State. This Code shall automatically be amended so as to include such provisions with effect from such date.

General

X5.7 ~~The incorporation~~ This Code provides for the development of certain documents which may then be incorporated into this Code pursuant to this Section X5 ~~(and any provisions made pursuant to~~ . Where this Code sets out the required purpose or content of such documents, the Secretary of State may designate for incorporation under this Section X5~~.4) shall not constitute a modification~~ documents that ~~should be subject to Section D (Modification Process).~~ fulfil only part of that purpose or include only part of that content, with a view to subsequently re-designating more complete documents at a later date.

~~X5.5~~X5.8 The incorporation of documents into this Code pursuant to this Section X5 (and any provisions made pursuant to Section X5.~~4~~6) shall not constitute a modification that should be subject to Section D (Modification Process). The incorporation of documents into this Code pursuant to this Section X5 (and any

provisions made pursuant to Section X5.6) shall not constitute a variation of this Code that is time limited in accordance with Section X1.5 (and such documents and provisions shall remain part of this Code notwithstanding the deletion of this Section X on Completion of Implementation).

~~X5.6~~X5.9 The documents incorporated into this Code pursuant to this Section X5 (and any provision made pursuant to Section X5.~~4~~6) shall, from the date of their incorporation, be subject to modification in accordance with the provisions of this Code.

~~X5.7~~X5.10 Before designating any dates for the purpose of this Section X5, the Secretary of State must consult the Authority, the Panel and the Parties in respect of the proposed date. Such consultation must allow such period of time as the Secretary of State considers appropriate in the circumstances within which to make representations or objections with respect to the proposed date to be designated. The requirement for consultation may be satisfied by consultation before, as well as after, the designation of this Code.

~~X5.8~~X5.11 Before designating any date from which a document is to be incorporated into this Code pursuant to this Section X5, the content of such document must have been subject to such consultation as the Secretary of State considers appropriate in the circumstances (whether or not under this Code, whether or not undertaken by the Secretary of State and whether before or after the designation of this Code).

X6 TRANSITIONAL VARIATIONS

Status of this Section X6

X6.1 This Section X6 is without prejudice to Section D (Modification Process), as (where applicable) varied pursuant to Section X2.

Secretary of State's Power to Vary for Purposes of Transition

X6.2 In pursuance of facilitating the achievement of the Transition Objective, the Secretary of State may direct that such provisions of this Code as the Secretary of State may specify are to apply subject to such variations as the Secretary of State may specify.

X6.3 Such a direction shall only be validly made if it specifies a date or dates from which the specified provision or provisions shall apply without variation. The Secretary of State may subsequently designate an earlier date from which the relevant provision is to apply without variation.

X6.4 The purposes for which such directions may be made includes purposes relating to the design, trialling, testing, set-up, integration, commencement and proving of the DCC Systems and the User Systems and the processes and procedures relating to the SEC Arrangements.

X6.5 The variations referred to in Section X6.2 may suspend the application of specified provisions of this Code and/or specify additional provisions to apply in this Code, and may include variations which:

(a) add additional limitations on Liability provided for in this Code;

(b) provide for indemnities against Liabilities to which a Party might be exposed; and/or

(c) provide for the referral to, and final determination by, the Secretary of State (or, where designated by the Secretary of State for such purposes, the Panel or the Authority) of certain Disputes.

General

X6.6 Before designating any dates and/or making any directions for the purpose of this

Section X6, the Secretary of State must consult the Authority, the Panel and the Parties in respect of the proposed date and/or the draft direction (as applicable). Such consultation must allow such period of time as the Secretary of State considers appropriate in the circumstances within which representations or objections may be made.

X7 TRANSITIONAL INCIDENT MANAGEMENT PROCEDURES ~~DEVELOPING CH SUPPORT MATERIALS~~

Period of Application

X7.1 This Section X7 shall have effect from the date on which this Code is first modified to include this Section X7.

X7.2 This Section X7 shall have effect until such time as the relevant enduring policy has been incorporated into this Code (or, if later, the time from which such policy is stated in Section X3 (Provisions to Become Effective following Designation) to have effect).

X7.3 For the purposes of Section X7.2, the relevant enduring policy is:

(a) in respect of Incidents relating to the transfer of Data pursuant to Section E (Registration Data), the Registration Data Incident Management Policy; and

(b) in respect of all other Incidents, the Incident Management Policy.

Meaning of Incident

X7.4 For the purposes of Section X7, an "**Incident**" shall be construed:

(a) in relation to the transfer of Data pursuant to Section E (Registration Data), by reference to Section E2.12 (Registration Data Incident Management Policy); or

(b) otherwise, in accordance with Section A2.7 (Interpretation).

Transitional Provisions for Incident Management

X7.5 Each Party other than the DCC that has rights and/or obligations under those Sections referred to in the definition of Services (and which are effective in accordance with Section X3 (Provisions to Become Effective following Designation)) shall provide the DCC with an up-to-date list from time to time of nominated individuals who are authorised to log Incidents on behalf of such Party, including for each such individual suitable contact details as reasonably requested by the DCC.

X7.6 Each Network Party shall ensure that its Registration Data Provider provides the DCC

with an up-to-date list from time to time of nominated individuals who are authorised to log Incidents on behalf of such Registration Data Provider, including for each such individual suitable contact details as reasonably requested by the DCC.

X7.7 The individuals identified from time to time pursuant to Section X7.5 or X7.6 in respect of each Party or Registration Data Provider shall be the "**Nominated Incident Contacts**" for that Party or Registration Data Provider.

X7.8 Each Party shall (and each Network Party shall ensure that its Registration Data Provider shall) comply with any reasonable request of the DCC in relation to the validation of the information provided by that Party (or that Registration Data Provider) in relation to its Nominated Incident Contacts.

X7.9 The DCC shall treat the information from time to time provided to it pursuant to Section X7.5 or X7.6 as Confidential Information.

X7.10 For those Parties and Registration Data Providers that have provided details of their Nominated Incident Contacts, the DCC shall provide a means by which Incidents can be reported to the DCC and information regarding Incidents sought from the DCC (the "**Interim Service Desk**"), which shall include (as a minimum) one or more email addresses and telephone numbers.

X7.11 The DCC shall ensure that the Interim Service Desk operates between 08.00 hours and 18.00 hours on Working Days.

X7.12 Parties and Registration Data Providers may report Incidents with the DCC by their Nominated Incident Contacts contacting the Interim Service Desk and providing their contact details, the nature of the Incident, the time and date of the occurrence, and the impact of the Incident.

X7.13 The DCC shall determine the prioritisation of Incidents, but subject to such prioritisation shall take all reasonable steps to mitigate and resolve each Incident such that its impact on Parties is minimised.

X7.14 The DCC shall have the right to assign reasonable actions to other Parties and/or the Registration Data Providers as reasonably required by the DCC in order to assist the DCC in mitigating and/or resolving one or more Incidents. Each Party shall (and each

Network Party shall ensure that its Registration Data Provider shall) comply with any such actions so assigned to them.

X7.15 The DCC shall notify any Parties and Registration Data Providers likely to be affected by an Incident of which the DCC has become aware of: the occurrence of such Incident; its priority status; progress regarding its resolution; and its resolution. The DCC shall provide such notifications to the Nominated Incident Contacts. The DCC shall provide such notification of an Incident's resolution within one Working Day following its resolution.

X7.16 The DCC shall establish a process by which Nominated Incident Contacts can discuss with DCC the priority assigned to an Incident where a Party or Registration Data Provider disagrees with the prioritisation assigned to an Incident by the DCC.

Transitional Provisions Relating to Business Continuity and Disaster Recovery

X7.17 In the event that the Interim Service Desk is unavailable and is unlikely to resume availability within two Working Days, then the DCC shall establish an alternative means of communication by which Incidents can be reported to the DCC and information regarding Incidents sought from the DCC. Such alternative means of communication must include a telephone number that can be used to contact the DCC's Incident manager in the case of disaster events.

X7.18 In the event that an alternative means of communication is established by the DCC pursuant to Section X7.17, the DCC shall notify the Parties and the Registration Data Providers of such alternative means of communication. Such notification shall be given to the Nominated Incident Contacts via (as a minimum) email (or, if email is unavailable, SMS). Such a notification shall include a brief explanation of the reason for the Interim Service Desk's unavailability and the expected time by which it will be available as normal.

X7.19 Once the Interim Service Desk is available as normal (following a period of unavailability), the DCC shall notify the Parties and the Registration Data Providers that this is the case (such notification to be given to the Nominated Incident Contacts via (as a minimum) email).

X7.20 In the event of the Interim Service Desk being unavailable for two Working Days or

more, the DCC shall (within five Working Days following the Interim Service Desk's return to normal availability) compile a report on such event setting out the cause and future mitigation. The DCC shall make any such report available to Parties, Registration Data Providers and the Panel (and, upon request, to the Authority or the Secretary of State).

X8 DEVELOPING CH SUPPORT MATERIALS

Overview

~~X7.1~~X8.1 The CH Support Materials are to be developed by the DCC pursuant to this Section ~~X7~~X8.1, and incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).

Purpose of the CH Support Materials

~~X7.2~~X8.2 The purpose of the CH Support Materials is to make provision for such matters as are specified in Sections F5 (Communications Hub Forecasting and Orders), F6 (Delivery and Acceptance of Communications Hubs), F7 (Installation and Maintenance of Communications Hubs), F8 (Removal and Return of Communications Hub), F9 (Categories of Communications Hub Responsibility), and F10 (Test Communications Hubs), and to provide further processes and detail required to facilitate the delivery, installation, maintenance and return of Communications Hubs and Test Communications Hubs pursuant to this Code.

Process to Develop Documents

~~X7.3~~X8.3 The DCC shall develop and consult on the CH Support Materials so that drafts of each document are ~~available in an appropriate form by such date as will reasonably enable the CH Support Materials to be incorporated into this Code in advance of the date on which Communications Hub Forecasts are first to be~~ submitted ~~by Supplier Parties in accordance with this Code~~to the Secretary of State by 1 March 2015 (or by such later date as the Secretary of State may direct for the purposes of this Section X8.3).

~~X7.4~~X8.4 The procedure by which the DCC is to develop each of the documents comprising the CH Support Materials is as follows:

(a) the DCC shall, in consultation with the Parties and such other persons as are likely to be interested, produce a draft of each of the documents;

(b) where a disagreement arises with any person who is consulted with regard to any proposal as to the content of the documents, the DCC shall endeavour to

reach an agreed proposal with that person consistent with the purposes of the CH Support Materials;

(c) the DCC shall send a draft of each document to the Secretary of State as soon as is practicable after it is produced, and shall when doing so provide to the Secretary of State:

(i) a statement of the reasons why the DCC considers that draft to be fit for purpose;

(ii) copies of the consultation responses received; and

(iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft document, including:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

~~X8~~X9 NON-GATEWAY INTERFACE SPECIFICATION

Overview

~~X8.1~~X9.1 The Non-Gateway Interface Specification is to be developed by the DCC pursuant to this Section ~~X8~~X9, and incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).

Purpose of the Non-Gateway Interface Specification

~~X8.2~~X9.2 The purpose of the Non-Gateway Interface Specification is to set out the ~~testing~~entry processes, procedural requirements and technical specifications for the Non-Gateway Interface.

~~X8.3~~X9.3 The Non-Gateway Interface Specification shall include details of the following:

(a) the format in which Non-Gateway Suppliers are required to send NGI Change of Credentials Requests;

(b) the information to be included in each of those requests, which as a minimum needs to contain:

(i) the Non-Gateway Supplier's Organisation Certificate(s), or the identification of such Certificate(s);

(ii) the Non-Gateway Supplier's User ID; and

(iii) information which permits the ~~Device ID~~identification of the Device or Devices on which the Certificate(s) is (or are) to be placed.

(c) concepts equivalent to those of Verify, Check Cryptographic Protection, and Confirm Validity to be applied in respect of NGI Change of Credentials Requests;

(d) the format in which the DCC is required to send an acknowledgement that a NGI Change of Credentials Request has been received and the format of any notification of a failure of any such request to pass any checks applied by the DCC on its receipt (other than any check of the cryptographic protection

applied to the request);

~~(e) the format of an alert (equivalent to an Alert) confirming the replacement of an Organisation Certificate on a Device, to be sent to both the Non-Gateway Supplier which made the request and also to the Non-Gateway Supplier (if applicable) whose Certificate has been replaced;~~

~~(f)~~(e) the means by which the DCC will authenticate whether communications originated from the Non-Gateway Supplier, and confirm the integrity of the communications;

~~(g)~~(f) the means by which a Non-Gateway Supplier will be able to connect to the DCC Systems via the Non-Gateway Interface;

~~(h)~~(g) the entry process to be followed by a Non-Gateway Supplier before it can use the Non-Gateway Interface~~, including the means by which each Non-Gateway Supplier's Non-Gateway Interface will be tested (including test plans for Non-Gateway Suppliers such that each can demonstrate their readiness to use the Non-Gateway Interface);~~ ;

~~(i)~~(h) a procedure equivalent to the relevant aspects of the Incident Management Policy to be applied in relation to Non-Gateway Suppliers; ~~and~~

~~(j)~~(i) procedures describing the means by which:

(i) each Non-Gateway Supplier will be able to securely notify the DCC of the supplier's Non-Gateway Supplier Threshold ~~Volumes;~~Volume; and

~~(ii) the DCC will be able to securely notify the Non~~each non-Gateway Supplier ~~where one or more of the supplier's communications via the Non-Gateway Interface have been quarantined by the DCC;~~will be notified in the event that its Threshold Volumes has been exceeded and

(ii) ~~each Non-Gateway Supplier will be able to securely notify the DCC whether the supplier wishes a~~ the communication ~~which has been quarantined~~subsequently rejected; and

~~(iii)~~ the standard of security to be used in order for the notifications referred

to in paragraph (i)(i) above to be ~~processed.~~

~~X8.4~~(j) ~~For~~considered, for the purposes of ~~Section X8.3(j), a Non-Supplier Party and the DCC are able to~~ that paragraph, to have been given 'securely' ~~notify each other where the ability of each of them to give a notice, and where the authenticity, integrity and confidentiality of the information contained in that notice, are at all times maintained~~.

Process to Develop Document

~~X8.5~~X9.4 ~~The~~Except where otherwise directed by the Secretary of State, the DCC shall develop and consult on the Non-Gateway Interface Specification so that the document is available in an appropriate form by such date as will reasonably enable the Non-Gateway Interface Specification to be incorporated into this Code ~~three~~by the earlier of 2 April 2015 or two months in advance of ~~System Integration~~Interface Testing (or by such later date as the Secretary of State may direct).

~~X8.6~~X9.5 The procedure by which the DCC is to develop the Non-Gateway Interface Specification is as follows:

(a) the DCC shall, in consultation with the Parties and such other persons as are likely to be interested, produce a draft of the document;

(b) where a disagreement arises with any Party or other person with regard to any proposal as to the content of the document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the Non-Gateway Interface Specification;

(c) the DCC shall send a draft of Non-Gateway Interface Specification to the Secretary of State as soon as is practicable after completion of the process described in (a) and (b) above, and shall when doing so provide to the Secretary of State:

~~(iii)~~(i) a statement of the reasons why the DCC considers that draft to be fit for purpose;

~~(iv)~~(ii) copies of the consultation responses received; and

~~(v)~~(iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft document, including:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

~~X9~~X10 THRESHOLD ANOMALY DETECTION PROCEDURES

Overview

~~X9.1~~X10.1 The Threshold Anomaly Detection Procedures are to be developed by the DCC pursuant to this Section ~~X9~~X10.1, and incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).

Purpose of the Threshold Anomaly Detection Procedures

~~X9.2~~X10.2 The purpose of the Threshold Anomaly Detection Procedures is to make provision for such matters as are described in Section G6.1 (Threshold Anomaly Detection Procedures), and to provide further processes and detail required to facilitate those matters.

Process to Develop Document

~~X9.3~~X10.3 The DCC shall develop and consult on the Threshold Anomaly Detection Procedures in accordance with Section ~~X9~~X10.4, and submit the document to the Secretary of State by no later than the date which falls seven months prior to the commencement of Interface Testing (or by such later date as the Secretary of State may direct).

~~X9.4~~X10.4 The procedure by which the DCC is to develop the Threshold Anomaly Detection Procedures is as follows:

(a) the DCC shall, in consultation with the Parties and such other persons as are likely to be interested, produce a draft of the document;

(b) where a disagreement arises with any Party or other person with regard to any proposal as to the content of the document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the Threshold Anomaly Detection Procedures;

(c) the DCC shall send a draft of Threshold Anomaly Detection Procedures to the Secretary of State as soon as is practicable after completion of the process described in (a) and (b) above, and shall when doing so provide to the Secretary of State:

~~(vi)~~(i) a statement of the reasons why the DCC considers that draft to be fit for purpose;

~~(vii)~~(ii)copies of the consultation responses received; and

~~(viii)~~(iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and

(d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft document, including:

(i) any requirement to produce and submit to the Secretary of State a further draft of the document; and

(ii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

SEC SCHEDULE 2 – ACCESSION AGREEMENT

Dated: 2[XXX]

[New Party]

and

Smart Energy Code Company Limited

Smart Energy Code Accession Agreement

THIS ACCESSION AGREEMENT is made on 2[XXX]

BETWEEN:

(1) **[TBC]** a company incorporated in [*Jurisdiction*] (registered number [TBC]) whose registered office is at [TBC] (the "**New Party**"); and

(2) **Smart Energy Code Company Limited** a company incorporated in England and Wales with company number 08430267 ("**SECCo**").

WHEREAS

A) The New Party is either obliged by its Energy Licence to become a party to the Smart Energy Code, or wishes to become a party to the Smart Energy Code in order to receive Services from the DCC.

B) SECCo is authorised by the Parties to the Smart Energy Code to accept the accession to the Smart Energy Code of the New Party.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Accession Agreement, including the recitals hereto, "**Smart Energy Code**" means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2 Subject to clause 1.1 above, the words and expressions used in this Accession Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in Section A (Definitions and Interpretation) of the Smart Energy Code, as if those definitions and provisions regarding interpretation were set out in this Accession Agreement and as if the references therein to "this Code" were to "this Accession Agreement".

2 Compliance with the Smart Energy Code

2.1 With effect from the date hereof, the New Party hereby undertakes, for the benefit of SECCo and each other Party from time to time, to comply with the Smart Energy Code in accordance with, and subject to, its terms and conditions.

3 Identity of the Parties

3.1 The New Party acknowledges that the Original Parties became bound by the Smart Energy Code pursuant to the Framework Agreement, and that each such Original Party is a Party for the purposes of clause 2 above (and otherwise).

3.2 The New Party acknowledges that it has agreed a mechanism (set out in Section B (Accession) of the Smart Energy Code) by which New Parties other than itself may have (or may in the future) become bound by the Smart Energy Code, each of whom is (or will then become) a Party for the purposes of clause 2 above (and otherwise).

3.3 The New Party acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which it may cease to be bound by the Smart Energy Code, from which time it will (subject to Section M8 of the Smart Energy Code) cease to be obliged to comply with the Smart Energy Code.

3.4 The New Party acknowledges that it has agreed a mechanism (set out in Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code) by which other Parties may cease to be bound by the Smart Energy Code, from which time such other Parties will (subject to Section M8 of the Smart Energy Code) cease to be a Party for the purposes of clause 2 above (and otherwise).

4 Party Details

4.1 The New Party's Party Details shall (as at the date hereof, and subject to future amendment in accordance with Section M6 (Party Details) of the Smart Energy Code) be those details set out as such in the Schedule.

5 Third Party Rights

5.1 Without prejudice to any provisions of the Smart Energy Code permitting

enforcement of the Smart Energy Code by third parties, neither the New Party nor SECCo intends that any of the terms or conditions of this Accession Agreement will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

6 Execution

6.1 This Accession Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6.2 Where the Code Administrator has provided unexecuted counterparts of this Accession Agreement to the New Party, the New Party should sign (but not date) both counterparts of this Accession Agreement, and return them to the Code Administrator. In doing so, the New Party will be deemed to have authorised SECCo (by its signature of the counterparts) to complete the agreement and to date the counterparts with the date of such completion.

7 Governing Law and Jurisdiction

7.1 This Accession Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws specified in Section M11 (Miscellaneous) of the Smart Energy Code from time to time for the purpose of disputes or claims arising out of or in connection with the Smart Energy Code.

7.2 In relation to any dispute or claim arising out of or in connection with this Accession Agreement (including in respect of non-contractual claims), each of the New Party and SECCo irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in Section M7 (Dispute Resolution) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

THIS ACCESSION AGREEMENT has been executed and delivered as a **DEED** on the date first stated above.

Executed and delivered as a deed by

…….
Print full name of New Party

acting by two directors or a director and the company secretary

…….
Print name of person signing

Signature …….

…….
Print name of person signing

Signature …….

Executed and delivered as a deed by

Smart Energy Code Company Limited

acting by two directors or a director and the company secretary

…….
Print name of person signing

Signature …….

…….
Print name of person signing

Signature …….

Schedule to the Accession Agreement – Party Details

[*To include the information referred to in paragraphs 6 to 15 (inclusive) of Schedule 5 (Accession Information).*]

SEC SCHEDULE 3 – SPECIMEN BILATERAL AGREEMENT

Dated: **2[XXX]**

[User]

and

[DCC]

Smart Energy Code Bilateral Agreement

THIS BILATERAL AGREEMENT is made on 2[XXX]

BETWEEN:

(1) **[TBC]** a company incorporated in [*Jurisdiction*] (registered number [TBC]) whose registered office is at [TBC] (the "**User**"); and

(2) **[TBC]** a company incorporated in [*Jurisdiction*] (registered number [TBC]) whose registered office is at [TBC] (the "**DCC**").

WHEREAS

A) The User wishes to procure the Elective Communication Service pursuant to the Smart Energy Code.

B) The DCC has agreed to provide the Elective Communication Service pursuant to this Bilateral Agreement and the Smart Energy Code, in consideration of the Elective Charges.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Bilateral Agreement, unless the context otherwise requires:

"**Elective Charges**" means the charges described as such in Schedule 1.

"**Elective Communication Service**" means the service described as such in Schedule 2.

"**Smart Energy Code**" means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted to the DCC pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2 In this Bilateral Agreement, unless the context otherwise requires, references to "Clauses" and "Schedules" are to the clauses of, and schedules to, this Bilateral Agreement.

1.3 Subject to Clauses 1.1 and 1.2, the words and expressions used in this Bilateral Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in Section A (Definitions and Interpretation) of the Smart Energy Code, as if those definitions and provisions regarding interpretation were set out in this Bilateral Agreement and as if the references therein to "this Code" were to "this Bilateral Agreement".

1.4 The Parties acknowledge that the Smart Energy Code is subject to modification from time to time in accordance with its provisions, and that the Smart Energy Code as so modified from time to time shall apply for the purposes of this Bilateral Agreement. References to Sections of the Smart Energy Code shall be to those sections as modified and/or renumbered from time to time.

1.5 The provisions of this Bilateral Agreement are without prejudice to the rights and obligations of the Parties under the Smart Energy Code. The Parties acknowledge that certain provisions of the Smart Energy Code apply, but such acknowledgments are without prejudice to the potentially broader application of the Smart Energy Code. In the event of any conflict between the provisions of this Bilateral Agreement and the provisions of the Smart Energy Code, the Smart Energy Code shall prevail.

2 Commencement of this Bilateral Agreement

2.1 This Bilateral Agreement shall commence on [TBC][1].

3 Provision of the Elective Communication Services

3.1 The DCC shall provide the Elective Communication Services to the User subject to and in accordance with this Bilateral Agreement and the Smart Energy Code.

3.2 The provision of the Elective Communication Services is subject to the User having completed the User Entry Process. The provision of the Elective Communication Services in respect of any Smart Metering System is subject to that Smart Metering System having been Enrolled.

[1] [*Note: consider whether agreement should be conditional on provision of adequate credit support. If so, also add a termination right linked to failure of credit support.*]

4 Elective Charges

4.1 The User shall pay the Elective Charges in accordance with Section J (Charges) of the Smart Energy Code.

4.2 [The Elective Charges include a standing charge (as further described in Schedule 1) that is payable by the User regardless of whether or not the Elective Communication Services are requested or provided.][2]

5 Security and Data Privacy

5.1 The Parties acknowledge that the provisions of Section G (Security) of the Smart Energy Code apply.

5.2 The Parties acknowledge that the provisions of Section I (Data Privacy) of the Smart Energy Code apply.

6 Termination or Expiry of this Bilateral Agreement

6.1 Subject to earlier termination in accordance with this Clause 6, this Bilateral Agreement shall expire on [TBC].

6.2 This Bilateral Agreement shall automatically terminate on the User being expelled from, or voluntarily ceasing to be party to, the Smart Energy Code in accordance with Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code.

6.3 The User shall, at its discretion, be entitled to terminate this Bilateral Agreement on 20 Working Days' prior notice in writing to the DCC.

6.4 In the event of termination of this Bilateral Agreement in accordance with Clause 6.3, the User shall not be obliged to pay compensation on termination to the extent such compensation is intended to recover investments made for the purposes of providing the Elective Communication Service where (and to the extent that) the DCC subsequently offers a Service listed in the DCC User Interface~~Gateway~~ Services Schedule that relies upon such investments. Any dispute under this Clause 6.4 may be referred to the Panel for initial determination, but shall ultimately be subject to arbitration.

[2] [*Note: delete or retain as applicable.*]

6.5 Where this Bilateral Agreement terminates in accordance with Clause 6.2 or 6.3, the User shall (subject to Clause 6.4) pay any compensation on termination described in Schedule 1.

7 Suspension

7.1 The User acknowledges that the DCC may suspend provision of the Elective Communication Services where the Panel directs that the DCC should do so pursuant to Section M8 (Suspension, Expulsion and Withdrawal) of the Smart Energy Code. Such suspension shall be without prejudice to any take or pay obligation described in Schedule 1.

8 Communications

8.1 The Parties acknowledge and agree that the provisions of Sections H3 (DCC User ~~Gateway~~Interface) and M10 (Notices) apply.

9 Amendments

9.1 Without prejudice to Clause 1.4, this Bilateral Agreement may only be amended by agreement in writing by the Parties or in order to give effect to any determination of disputes by the Authority pursuant to the DCC Licence.

9.2 Without prejudice to Clause 1.5, the Parties shall amend this Bilateral Agreement where it has become inconsistent with the Smart Energy Code in order to correct such inconsistency (including where the Specimen Bilateral Agreement is modified, in which case the Parties shall amend this Bilateral Agreement in the same manner and to the same extent).

9.3 The User hereby authorises the DCC to make the amendments to this Bilateral Agreement required pursuant to Clause 9.2 on the User's behalf. Where the User disputes the requirement for, or form of, any such amendments made by the DCC on the User's behalf, then the User may refer the matter to the Panel for its determination. Nothing in this Clause 9.3 shall fetter the User's right to refer disputes to the Authority pursuant to the DCC Licence.

10 Miscellaneous

10.1 The Parties acknowledge that the provisions of Sections M2 (Limitations of Liability), M3 (Services FM and Force Majeure), M4 (Confidentiality), and M5 (Intellectual Property Rights) of the Smart Energy Code apply.

10.2 The Parties acknowledge and agree that this Bilateral Agreement may be novated to DCC's successor in accordance with Section M9 (DCC Transfer) of the Smart Energy Code.

10.3 This Bilateral Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

10.4 The provisions of Section M11 (Miscellaneous) of the Smart Energy Code shall apply as if set out in this Bilateral Agreement and as if the references therein to "this Code" were to "this Bilateral Agreement".

11 Governing Law and Jurisdiction

11.1 This Bilateral Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the relevant laws specified in Section M11 (Miscellaneous) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

11.2 In relation to any dispute or claim arising out of or in connection with this Bilateral Agreement (including in respect of non-contractual claims), each of the Parties irrevocably agrees to submit to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in Section M7 (Dispute Resolution) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

THIS BILATERAL AGREEMENT has been entered into on the date first stated above.

SIGNED by

duly authorised for and on behalf of ……

…… *Print name of person signing*

Print full name of User

Signature …….

SIGNED by

duly authorised for and on behalf of the DCC ……

Print name of person signing

Signature …….

Schedule 1 – Elective Charges

[Note: to include charges determined in accordance with the Charging Methodology, and to include standing charges and early termination compensation payments where required in accordance with Section H7.]

Schedule 2 – Elective Communication Services

[Note: to identify services in a manner consistent with the DCC User Interface~~Gateway~~ Services Schedule and Section H7.14.]

SEC SCHEDULE 5 – ACCESSION INFORMATION

1 The Applicant's full name.

2 Whether the Applicant is a company or a natural person or a partnership etc.

3 The Applicant's jurisdiction of incorporation (if applicable).

4 The Applicant's registered number (if applicable).

5 The Applicant's registered address (or, if not applicable, its principal address).

6 Where the Applicant is incorporated or resident outside Great Britain, an address in Great Britain for the receipt of legal notices on the Applicant's behalf.

7 The Applicant's VAT registration number (if applicable).

8 The Applicant's address for invoices under the Code.

9 The Applicant's address or addresses for all other notices under the Code.

10 The Party Category into which the Applicant considers it will initially fall.

11 The Energy Licences held by the Applicant (including any for which it has applied).

12 Details of any Parties that are Affiliates of the Applicant (where the Applicant is a company).

13 Where the Applicant holds one or more Energy Supply Licences, details of the unique identifiers by which the Applicant is identified under the MRA or the UNC (as applicable) for the purposes of recording the Applicant's Registration for an MPAN or MPRN. [This information shall be treated as confidential and not disclosed on the Website.]

14 Where the Applicant holds an Electricity Distribution Licence or a Gas Transporter Licence, details of the unique identifier by which the Applicant is identified under the MRA and/or the UNC (as applicable) for the purposes of recording the network to which an MPAN or MPRN relates. [This information shall be treated as confidential and not disclosed on the Website.]

15 Where applicable, details of the unique identifiers by which the Applicant is identified under the MRA or the UNC (as applicable) for the purposes of recording the

Applicant's status as a Meter Operator or a Meter Asset Manager for an MPAN or MPRN. [This information shall be treated as confidential and not disclosed on the Website.]

16 The name of the person or persons who will enter into the Accession Agreement on behalf of the Applicant.

APPENDIX A – SMKI DEVICE CERTIFICATE POLICY

CONTENTS

1 INTRODUCTION

The document comprising this Appendix A (together with its Annexes A and B):

- shall be known as the "**SMKI Device Certificate Policy**" (and in this document is referred to simply as the "**Policy**"),
- is a SEC Subsidiary Document related to Section L9 of the Code (The SMKI Document Set).

1.1 OVERVIEW

(A) This Policy sets out the arrangements relating to:

(i) Device Certificates; and

(ii) DCA Certificates.

(B) This Policy is structured according to the guidelines provided by IETF RFC 3647, with appropriate extensions, modifications and deletions.

1.2 DOCUMENT NAME AND IDENTIFICATION

(A) This Policy has been registered with the Internet Address Naming Authority and assigned an OID of 1.2.826.0.1. 8641679.1.2.1.2.

1.3 SMKI PARTICIPANTS

1.3.1 The Device Certification Authority

(A) The definition of Device Certification Authority is set out in Annex A.

1.3.2 Registration Authorities

(A) The definition of Registration Authority is set out in Annex A.

1.3.3 Subscribers

(A) In accordance with Section L3 of the Code (The SMKI Services), certain Parties may become Authorised Subscribers.

(B) In accordance with Section L3 of the Code (The SMKI Services), an Authorised Subscriber shall be an Eligible Subscriber in relation to certain Certificates.

(C) The SMKI RAPP sets out the procedure to be followed by an Eligible Subscriber in order to become a Subscriber for one or more Certificates.

(D) Eligible Subscribers are subject to the applicable requirements of the SMKI RAPP and Section L11 of the Code (Subscriber Obligations).

(E) Obligations on the DCC acting in the capacity of an Eligible Subscriber are set out in Section L11 of the Code.

(F) The definitions of the following terms are set out in Section A of the Code (Definitions and Interpretation):

(i) Authorised Subscriber;

(ii) Eligible Subscriber;

(iii) Subscriber.

1.3.4 Subjects

(A) The Subject of a Device Certificate must be a Device (other than a Type 2 Device) represented by the identifier in the subjectAltName field of the Device Certificate Profile in accordance with Annex B.

(B) The Subject of a DCA Certificate must be the entity named in the Subject field of the Root DCA Certificate Profile or Issuing DCA Certificate Profile (as the case may be) in accordance with Annex B.

(C) The definition of Subject is set out in Annex A.

1.3.5 Relying Parties

(A) In accordance with Section L12 of the Code, certain Parties may be Relying Parties.

(B) Relying Parties are subject to the applicable requirements of Section L12 of

the Code (Relying Party Obligations).

(C) Obligations on the DCC acting in the capacity of a Relying Party are set out in Section L12 of the Code.

(D) The definition of Relying Party is set out in Annex A.

1.3.6 SMKI Policy Management Authority

(A) Provision in relation to the SMKI PMA is made in Section L1 of the Code (SMKI Policy Management Authority).

1.3.7 SMKI Repository Provider

(A) Provision in relation to the SMKI Repository Service is made in Section L5 of the Code (The SMKI Repository Service).

1.4 USAGE OF DEVICE CERTIFICATES AND DCA CERTIFICATES

1.4.1 Appropriate Certificate Uses

(A) The DCA shall ensure that Device Certificates are Issued only:

(i) subject to paragraph (B), to Eligible Subscribers; and

(ii) for the purposes of the creation, sending, receipt and processing of communications to and from Devices in accordance with or pursuant to the Code.

(B) For the purposes of paragraph (A), the DCA may treat any of the following as if they were an Eligible Subscriber:

(i) in relation to a Device that has an SMI Status that is not set to 'commissioned' or 'installed not commissioned', any Authorised Subscriber; or

(ii) in relation to a Device that has an SMI Status of 'commissioned' or 'installed not commissioned', the DCC or any Authorised Subscriber that is a User which acts (or is to act) in the User Role of either Import Supplier or Gas Supplier.

~~(B)~~(C) The DCA shall ensure that DCA Certificates are Issued only to the DCA:

(i) in its capacity as, and for the purposes of exercising the functions of, the Root DCA; and

(ii) in its capacity as, and for the purposes of exercising the functions of, the Issuing DCA.

~~(C)~~(D) Further provision in relation to the use of Certificates is made in Section L11 (Subscriber Obligations) and Section L12 (Relying Party Obligations) of the Code.

1.4.2 Prohibited Certificate Uses

(A) No Party shall use a Certificate other than for the purposes specified in Part 1.4.1 of this Policy.

1.5 POLICY ADMINISTRATION

1.5.1 Organisation Administering the Document

(A) This Policy is a SEC Subsidiary Document and is administered as such in accordance with the provisions of the Code.

1.5.2 Contact Person

(A) Questions in relation to the content of this Policy should be addressed to the DCA or the SMKI PMA.

1.5.3 Person Determining Device CPS Suitability for the Policy

(A) Provision is made in Section L9 of the Code (The SMKI Document Set) for the SMKI PMA to approve the Device CPS.

1.5.4 Device CPS Approval Procedures

(A) Provision is made in Section L9 of the Code (The SMKI Document Set) for the procedure by which the SMKI PMA may approve the Device CPS.

1.5.5 Registration Authority Policies and Procedures

(A) The Registration Authority Policies and Procedures (the **SMKI RAPP**) are set out at Appendix D of the Code.

1.6 DEFINITIONS AND ACRONYMS

1.6.1 Definitions

(A) Definitions of the expressions used in this Policy are set out in Section A of the Code (Definitions and Interpretation) and Annex A.

1.6.2 Acronyms

(A) Any acronyms used for the purposes of this Policy are set out in Section A of the Code (Definitions and Interpretation) and Annex A.

2 PUBLICATION AND REPOSITORY RESPONSIBILITIES

2.1 REPOSITORIES

(A) Provision is made in Section L5 of the Code (The SMKI Repository Service) for the establishment, operation and maintenance of the SMKI Repository.

2.2 PUBLICATION OF CERTIFICATION INFORMATION

(A) The DCA shall lodge copies of the following in the SMKI Repository:

(i) each Device Certificate that has been accepted by a Subscriber;

(ii) each DCA Certificate;

(iii) each version of the SMKI RAPP;

(iv) each version of the Recovery Procedure; and

(v) any other document or information that may from time to time be specified, for the purposes of this provision, by the SMKI PMA.

(B) The DCA may lodge in the SMKI Repository such other documents or information as it may from time to time consider appropriate.

(C) Further provision on the lodging of documents and information in the SMKI Repository is made in Section L5 of the Code (The SMKI Repository Service).

2.3 TIME OR FREQUENCY OF PUBLICATION

(A) The DCA shall ensure that:

(i) each Device Certificate is lodged in the SMKI Repository promptly on its acceptance by a Subscriber;

(ii) each DCA Certificate is lodged to the SMKI Repository promptly on being Issued;

(iii) the SMKI RAPP is lodged in the SMKI Repository, and a revised

version of the SMKI RAPP is lodged in the SMKI Repository promptly following each modification to it made in accordance with the Code;

(iv) the Recovery Procedure is lodged in the SMKI Repository, and a revised version of Recovery Procedure is lodged in the SMKI Repository promptly following each modification to it made in accordance with the Code; and

(v) any other document that may from time to time be specified by the SMKI PMA is lodged in the SMKI Repository within such time as may be directed by the SMKI PMA.

2.4 ACCESS CONTROLS ON REPOSITORIES

(A) Provision in relation to access controls for the SMKI Repository is made in Section L5 of the Code (The SMKI Repository Service).

3 IDENTIFICATION AND AUTHENTICATION

3.1 NAMING

3.1.1 Types of Names

(A) Provision is made in the SMKI RAPP to ensure that the name of the Subject of each Certificate is in accordance with the relevant Certificate Profile at Annex B.

3.1.2 Need for Names to be Meaningful

(A) Provision is made in the SMKI RAPP to ensure that the name of the Subject of each Certificate is meaningful and consistent with the relevant Certificate Profile in Annex B.

3.1.3 Anonymity or Pseudonymity of Subscribers

(A) Provision is made in the SMKI RAPP to:

(i) prohibit Eligible Subscribers from requesting the Issue of a Certificate anonymously or by means of a pseudonym; and

(ii) permit the DCA to Authenticate each Eligible Subscriber.

3.1.4 Rules for Interpreting Various Name Forms

(A) Provision in relation to name forms is made in Annex B.

3.1.5 Uniqueness of Names

(A) Provision in relation to the uniqueness of names is made in Annex B.

3.1.6 Recognition, Authentication, and Role of Trademarks

(A) Provision in relation to the use of trademarks, trade names and other restricted information in Certificates is made in Section L11 of the Code (Subscriber Obligations).

3.2 INITIAL IDENTITY VALIDATION

3.2.1 Method to Prove Possession of Private Key

(A) Provision is made in the SMKI RAPP in relation to:

(i) the procedure to be followed by an Eligible Subscriber in order to prove its possession of the Private Key which is associated with the Public Key to be contained in any Certificate that is the subject of a Certificate Signing Request; and

(ii) the procedure established for this purpose is in accordance with the procedure in PKCS#10 or an equivalent cryptographic mechanism.

3.2.2 Authentication of Organisation Identity

(A) Provision is made in the SMKI RAPP in relation to the:

(i) procedure to be followed by a Party in order to become an Authorised Subscriber;

(ii) criteria in accordance with which the DCA will determine whether a Party is entitled to become an Authorised Subscriber; and

(iii) requirement that the Party shall be Authenticated by the DCA for that purpose.

(B) Provision is made in the SMKI RAPP for the purpose of ensuring that the criteria in accordance with which the DCA shall Authenticate a Party shall be set to Level 3 pursuant to GPG 46 (Organisation Identity, v1.0, October 2013), or to such equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

3.2.3 Authentication of Individual Identity

(A) Provision is made in the SMKI RAPP in relation to the Authentication of persons engaged by Authorised Subscribers, which provides for all such persons to have their identity and authorisation verified to Level 3 (Verified) pursuant to the CESG GPG43 RSDOPS framework, or to such equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

3.2.4 Authentication of Devices

(A) Provision is made in the SMKI RAPP in relation to the Authentication of Devices.

3.2.5 Non-verified Subscriber Information

(A) The DCA shall:

(i) verify all information in relation to DCA Certificates;

(ii) require each Eligible Subscriber to verify the information contained in any Certificate Signing Request in respect of a Device Certificate.

(B) Further provision on the content of DCA Certificates is made in Section L11 of the Code (Subscriber Obligations).

3.2.6 Validation of Authority

See Part 3.2.2 of this Policy.

3.2.7 Criteria for Interoperation

[*Not applicable in this Policy*]

3.3 IDENTIFICATION AND AUTHENTICATION FOR RE-KEY REQUESTS

3.3.1 Identification and Authentication for Routine Re-Key

(A) This Policy does not support Certificate Re-Key.

(B) The DCA shall not provide a Certificate Re-Key service.

3.3.2 Identification and Authentication for Re-Key after Revocation

[*Not applicable in this Policy*]

3.4 IDENTIFICATION AND AUTHENTICATION FOR REVOCATION REQUEST

[*Not applicable in this Policy*]

4 CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS

4.1 CERTIFICATE APPLICATION

4.1.1 Submission of Certificate Applications

(A) Provision is made in the SMKI RAPP in relation to:

(i) in respect of a Device Certificate:

(a) the circumstances in which an Eligible Subscriber may submit a Certificate Signing Request; and

(b) the means by which it may do so, including through the use of an authorised System; and

(ii) in respect of a DCA Certificate, the procedure to be followed by an Eligible Subscriber in order to obtain a DCA Certificate.

4.1.2 Enrolment Process and Responsibilities

(A) Provision is made in the SMKI RAPP in relation to the:

(i) establishment of an enrolment process in respect of organisations, individuals, Systems and Devices in order to Authenticate them and verify that they are authorised to act on behalf of an Eligible Subscriber in its capacity as such; and

(ii) maintenance by the DCA of a list of organisations, individuals, Systems and Devices enrolled in accordance with that process.

4.1.3 Enrolment Process for the Registration Authority and its Representatives

(A) Provision is made in the SMKI RAPP in relation to the establishment of an enrolment process in respect of DCA Personnel and DCA Systems:

(i) in order to Authenticate them and verify that they are authorised to act on behalf of the DCA in its capacity as the Registration Authority; and

(ii) including in particular, for that purpose, provision:

(a) for the face-to-face Authentication of all Registration Authority Personnel by a Registration Authority Manager; and

(b) for all Registration Authority Personnel to have their identify and authorisation verified to Level 3 (Verified) pursuant to the CESG GPG43 RSDOPS framework, or to such equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

4.2 CERTIFICATE APPLICATION PROCESSING

4.2.1 Performing Identification and Authentication Functions

(A) Provision is made in the SMKI RAPP in relation to the Authentication by the DCA of Eligible Subscribers which submit a Certificate Signing Request.

4.2.2 Approval or Rejection of Certificate Applications

(A) Where any Certificate Signing Request fails to satisfy the requirements set out in the SMKI RAPP, this Policy or any other provision of the Code, the DCA:

(i) shall reject it and refuse to Issue the Certificate which was the subject of the Certificate Signing Request; and

(ii) may give notice to the Party which made the Certificate Signing Request of the reasons for its rejection.

(B) Where any Certificate Signing Request satisfies the requirements set out in the SMKI RAPP, this Policy or any other provision of the Code, the DCA shall Issue the Certificate which was the subject of the Certificate Signing Request.

4.2.3 Time to Process Certificate Applications

(A) Provision in relation to the performance of the SMKI Services by the DCA is made in Section L8 of the Code (SMKI Performance Standards and Demand Management).

4.3 CERTIFICATE ISSUANCE

4.3.1 DCA Actions during Certificate Issuance

(A) The DCA may Issue a Certificate only:

(i) in accordance with the provisions of this Policy and the SMKI RAPP; and

(ii) in response to a Certificate Signing Request made by an Eligible Subscriber in accordance with the SMKI RAPP.

(B) The DCA shall ensure that:

(i) each DCA Certificate Issued by it contains information that it has verified to be correct and complete; and

(ii) each Device Certificate Issued by it contains information consistent with the information in the Certificate Signing Request.

(C) A DCA Certificate may only be:

(i) Issued by the DCA; and

(ii) for that purpose, signed using the Root DCA Private Key.

(D) A Device Certificate may only be:

(i) Issued by the DCA; and

(ii) for that purpose, signed using an Issuing DCA Private Key.

(E) The DCA shall not Issue a Device Certificate which is signed using an Issuing DCA Private Key after the first in time of the following:

(i) the time which is three months after the time at which any element of the Issuing DCA Private Key first became operational;

(ii) the time at which the DCA Issues the 100,000th Device Certificate which is signed using that Issuing DCA Private Key.

(F) For the purposes of paragraph (E), the DCA shall ensure that the Device

CPS incorporates:

(i) a procedure for determining:

(a) how the DCA will calculate when each of the times specified in that paragraph occurs; and

(b) for that purpose, when any element of the Issuing DCA Private Key first became operational; and

(ii) provisions for notifying the SMKI PMA when either of the times specified in that paragraph is approaching.

4.3.2 Notification to Eligible Subscriber by the DCA of Issuance of Certificate

(A) Provision is made in the SMKI RAPP for the DCA to notify an Eligible Subscriber where that Eligible Subscriber is Issued with a Certificate which was the subject of a Certificate Signing Request made by it.

4.4 CERTIFICATE ACCEPTANCE

4.4.1 Conduct Constituting Certificate Acceptance

(A) Provision is made in the SMKI RAPP to:

(i) specify a means by which an Eligible Subscriber may clearly indicate to the DCA its ~~acceptance~~rejection of a Certificate which has been Issued to it; and

(ii) ensure that each Eligible Subscriber to which a Certificate has been Issued ~~indicates its acceptance of~~, and which has not rejected it, is treated as having accepted that Certificate ~~in accordance with the specified means of doing so~~.

(B) A Certificate which has been Issued by the DCA shall not be treated as valid for any purposes of this Policy or the Code until it is treated as having been accepted by the Eligible Subscriber to which it was Issued.

(C) The DCA shall maintain a record of all Certificates which have been Issued by it and are treated as accepted by a Subscriber.

(D) Further provision in relation to the rejection and acceptance of Certificates is made in Section L11 of the Code (Subscriber Obligations).

4.4.2 Publication of Certificates by the DCA

(A) Provision in relation to the publication of Certificates is made in Part 2 of this Policy.

4.4.3 Notification of Certificate Issuance by the DCA to Other Entities

(A) The DCA shall give notice of the Issue of a Certificate only to the Eligible Subscriber which submitted a Certificate Signing Request in respect of that Certificate.

4.5 KEY PAIR AND CERTIFICATE USAGE

4.5.1 Subscriber Private Key and Certificate Usage

(A) Provision for restrictions on the use by Subscribers of Private Keys in respect of Certificates is made in:

(i) Section L11 of the Code (Subscriber Obligations); and

(ii) this Policy.

4.5.2 Relying Party Public Key and Certificate Usage

(A) Provision in relation to reliance that may be placed on a Certificate is made in Section L12 of the Code (Relying Party Obligations).

4.6 CERTIFICATE RENEWAL

4.6.1 Circumstances of Certificate Renewal

(A) This Policy does not support the renewal of Certificates

(B) The DCA may only replace, and shall not renew, any Certificate.

4.6.2 Circumstances of Certificate Replacement

(A) Where any DCA System or any DCA Private Key is (or is suspected by the DCA of being) Compromised, the DCA shall:

(i) immediately notify the SMKI PMA;

(ii) provide the SMKI PMA with all of the information known to it in relation to the nature and circumstances of the event of Compromise or suspected Compromise; and

(iii) where the Compromise or suspected Compromise relates to a DCA Private Key:

(a) ensure that the Private Key is no longer used;

(b) promptly notify each of the Subscribers for any Device Certificates Issued using that Private Key; and

(c) promptly both notify the SMKI PMA and verifiably destroy the DCA Private Key Material.

(B) Where the Root DCA Private Key is Compromised (or is suspected by the DCA of being Compromised), the DCA:

(i) may issue a replacement for any DCA Certificate that has been Issued using that Private Key; and

(ii) shall ensure that the Subscriber for that DCA Certificate applies for the Issue of a new Certificate in accordance with this Policy.

(C) An Eligible Subscriber may request a replacement for a Certificate at any time by applying for the Issue of a new Device Certificate in accordance with this Policy.

4.6.3 Who May Request a Replacement Certificate

See Part 4.1 of this Policy.

4.6.4 Processing Replacement Certificate Requests

See Part 4.2 of this Policy

4.6.5 Notification of Replacement Certificate Issuance to a Subscriber

See Part 4.3.2 of this Policy.

4.6.6 Conduct Constituting Acceptance of a Replacement Certificate

See Part 4.4.1 of this Policy.

4.6.7 Publication of a Replacement Certificate by the DCA

See Part 4.4.2 of this Policy.

4.6.8 Notification of Certificate Issuance by the DCA to Other Entities

See Part 4.4.3 of this Policy

4.7 CERTIFICATE RE-KEY

4.7.1 Circumstances for Certificate Re-Key

(A) This Policy does not support Certificate Re-Key.

(B) The DCA shall not provide a Certificate Re-Key service.

(C) Where a new Key Pair has been generated by a Device, the Eligible Subscriber which is responsible for that Device shall apply for the Issue of a new Certificate in accordance with this Policy.

4.7.2 Who may Request Certification of a New Public Key

[*Not applicable in this Policy*]

4.7.3 Processing Certificate Re-Keying Requests

[*Not applicable in this Policy*]

4.7.4 Notification of New Certificate Issuance to Subscriber

[*Not applicable in this Policy*]

4.7.5 Conduct Constituting Acceptance of a Re-Keyed Certificate

[*Not applicable in this Policy*]

4.7.6 Publication of the Re-Keyed Certificate by the DCA

[*Not applicable in this Policy*]

4.7.7 Notification of Certificate Issuance by the DCA to Other Entities

[*Not applicable in this Policy*]

4.8 CERTIFICATE MODIFICATION

4.8.1 Circumstances for Certificate Modification

(A) This Policy does not support Certificate modification.

(B) Neither the DCA nor any Subscriber may modify a Certificate.

4.8.2 Who may request Certificate Modification

[*Not applicable in this Policy*]

4.8.3 Processing Certificate Modification Requests

[*Not applicable in this Policy*]

4.8.4 Notification of New Certificate Issuance to Subscriber

[*Not applicable in this Policy*]

4.8.5 Conduct Constituting Acceptance of Modified Certificate

[*Not applicable in this Policy*]

4.8.6 Publication of the Modified Certificate by the DCA

[*Not applicable in this Policy*]

4.8.7 Notification of Certificate Issuance by the DCA to Other Entities

[*Not applicable in this Policy*]

4.9 CERTIFICATE REVOCATION AND SUSPENSION

4.9.1 Circumstances for Revocation

(A) This Policy does not support the revocation or suspension of Certificates.

(B) The DCA shall not provide any service of revoking or suspending a

Certificate.

4.9.2 Who can Request Revocation

[*Not applicable in this Policy*]

4.9.3 Procedure for Revocation Request

[*Not applicable in this Policy*]

4.9.4 Revocation Request Grace Period

[*Not applicable in this Policy*]

4.9.5 Time within which DCA must process the Revocation Request

[*Not applicable in this Policy*]

4.9.6 Revocation Checking Requirements for Relying Parties

[*Not applicable in this Policy*]

4.9.7 CRL Issuance Frequency (if applicable)

[*Not applicable in this Policy*]

4.9.8 Maximum Latency for CRLs (if applicable)

[*Not applicable in this Policy*]

4.9.9 On-line Revocation/Status Checking Availability

[*Not applicable in this Policy*]

4.9.10 On-line Revocation Checking Requirements

[*Not applicable in this Policy*]

4.9.11 Other Forms of Revocation Advertisements Available

[*Not applicable in this Policy*]

4.9.12 Special Requirements in the Event of Key Compromise

See Part 4.6.2 of this Policy.

4.9.13 Circumstances for Suspension

[*Not applicable in this Policy*]

4.9.14 Who can Request Suspension

[*Not applicable in this Policy*]

4.9.15 Procedure for Suspension Request

[*Not applicable in this Policy*]

4.9.16 Limits on Suspension Period

[*Not applicable in this Policy*]

4.10 CERTIFICATE STATUS SERVICES

4.10.1 Operational Characteristics

[*Not applicable in this Policy*]

4.10.2 Service Availability

[*Not applicable in this Policy*]

4.10.3 Optional Features

[*Not applicable in this Policy*]

4.11 END OF SUBSCRIPTION

[*Not applicable in this Policy*]

4.12 KEY ESCROW AND RECOVERY

4.12.1 Key Escrow and Recovery Policies and Practices

(A) This Policy does not support Key Escrow.

(B) The DCA shall not provide any Key Escrow service.

4.12.2 Session Key Encapsulation and Recovery Policy and Practices

[*Not applicable in this Policy*]

5 FACILITY, MANAGEMENT AND OPERATIONAL CONTROLS

5.1 PHYSICAL CONTROLS

5.1.1 Site Location and Construction

(A) The DCA shall ensure that the DCA Systems are operated in a sufficiently secure environment, which shall at least satisfy the requirements set out at Section G2 (System Security: Obligations on the DCC) and Section G5 (Information Security: Obligations on the DCC and Users) of the Code.

(B) The DCA shall ensure that:

(i) all of the physical locations in which the DCA Systems are situated, operated, routed or directly accessed are in the United Kingdom;

(ii) all bespoke Security Related Functionality is developed, specified, designed, built and tested only within the United Kingdom; and

(iii) all Security Related Functionality is integrated, configured, tested in situ, implemented, operated and maintained only within the United Kingdom.

(C) The DCA shall ensure that the DCA Systems cannot be indirectly accessed from any location outside the United Kingdom.

(D) The DCA shall ensure that the Device CPS incorporates provisions designed to ensure that all physical locations in which the manufacture of Certificates and Time-Stamping take place are at all times manually or electronically monitored for unauthorised intrusion in accordance with:

(i) CESG Good Practice Guide 13:2012 (Protective Monitoring); or

(ii) any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time.

(E) The DCA shall ensure that the Device CPS incorporates provisions designed to ensure that all PINs, pass-phrases and passwords used for the purposes of carrying out the functions of the DCA are stored in secure

containers accessible only to appropriately authorised individuals.

(F) The DCA shall ensure that the DCA Systems are Separated from any OCA Systems, save that any Systems used for the purposes of the Registration Authority functions of the DCA and OCA shall not require to be Separated.

5.1.2 Physical Access

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to access control, including in particular provisions designed to:

(i) establish controls such that only appropriately authorised personnel may have unescorted physical access to DCA Systems or any System used for the purposes of Time-Stamping;

(ii) ensure that any unauthorised personnel may have physical access to such Systems only if appropriately authorised and supervised;

(iii) ensure that a site access log is both maintained and periodically inspected for all locations at which such Systems are sited; and

(iv) ensure that all removable media which contain sensitive plain text Data and are kept at such locations are stored in secure containers accessible only to appropriately authorised individuals.

5.1.3 Power and Air Conditioning

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to power and air conditioning at all physical locations in which the DCA Systems are situated.

5.1.4 Water Exposure

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to water exposure at all physical locations in which the DCA Systems are situated.

5.1.5 Fire Prevention and Protection

(A) The DCA shall ensure that the Device CPS incorporates provisions in

relation to fire prevention and protection at all physical locations in which the DCA Systems are situated.

5.1.6 Media Storage

(A) The DCA shall ensure that the Device CPS incorporates provisions designed to ensure that appropriate controls are placed on all media used for the storage of Data held by it for the purposes of carrying out its functions as the DCA.

5.1.7 Waste Disposal

(A) The DCA shall ensure that all media used to store Data held by it for the purposes of carrying out its functions as the DCA are disposed of only using secure methods of disposal in accordance with:

(i) Information Assurance Standard No. 5:2011 (Secure Sanitisation); or

(ii) any equivalent to that Information Assurance Standard which updates or replaces it from time to time.

5.1.8 Off-Site Back-Up

(A) The DCA shall regularly carry out a Back-Up of:

(i) all Data held on the DCA Systems which are critical to the operation of those Systems or continuity in the provision of the SMKI Services; and

(ii) all other sensitive Data.

(B) For the purposes of paragraph (A), the DCA shall ensure that the Device CPS incorporates provisions which identify the categories of critical and sensitive Data that are to be Backed-Up.

(C) The DCA shall ensure that Data which are Backed-Up in accordance with paragraph (A):

(i) are stored on media that are located in physically secure facilities in different locations to the sites at which the Data being Backed-Up are

ordinarily held;

(ii) are protected in accordance with the outcome of a risk assessment which is documented in the Device CPS, including when being transmitted for the purposes of Back-Up; and

(iii) to the extent to which they comprise DCA Private Key Material, are Backed-Up:

(a) using the proprietary Back-Up mechanisms specific to the relevant Cryptographic Module; and

(b) in a manner that is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(D) The DCA shall ensure that, where any elements of the DCA Systems, any Data held for the purposes of providing the SMKI Services, or any items of DCA equipment are removed from their primary location, they continue to be protected in accordance with the security standard appropriate to the primary location.

5.2 PROCEDURAL CONTROLS

5.2.1 Trusted Roles

(A) The DCA shall ensure that:

(i) no individual may carry out any activity which involves access to resources, or Data held on, the DCA Systems unless that individual has been expressly authorised to have such access;

(ii) each member of DCA Personnel has a clearly defined level of access to the DCA Systems and the premises in which they are located;

(iii) no individual member of DCA Personnel is capable, by acting alone, of engaging in any action by means of which the DCA Systems may be Compromised to a material extent; and

(iv) the Device CPS incorporates provisions designed to ensure that appropriate controls are in place for the purposes of compliance by the DCA with the requirements of this paragraph.

5.2.2 Number of Persons Required per Task

(A) The DCA shall ensure that the Device CPS incorporates provisions designed to establish:

(i) the appropriate separation of roles between the different members of DCA Personnel; and

(ii) the application of controls to the actions of all members of DCA Personnel who are Privileged Persons, identifying in particular any controls designed to ensure that the involvement of more than one individual is required for the performance of certain functions.

(B) The DCA shall ensure that the Device CPS, as a minimum, makes provision for the purposes of paragraph (A) in relation to the following roles:

(i) DCA Systems administration;

(ii) DCA Systems operations;

(iii) DCA Systems security; and

(iv) DCA Systems auditing.

5.2.3 Identification and Authentication for Each Role

See Part 5.2.2 of this Policy.

5.2.4 Roles Requiring Separation of Duties

See Part 5.2.2 of this Policy.

5.3 PERSONNEL CONTROLS

5.3.1 Qualification, Experience and Clearance Requirements

(A) The DCA shall ensure that all DCA Personnel must:

(i) be appointed to their roles in writing;

(ii) be bound by contract to the terms and conditions relevant to their roles;

(iii) have received appropriate training with respect to their duties;

(iv) be bound by contract not to disclose any confidential, sensitive, personal or security-related Data except to the extent necessary for the performance of their duties or for the purposes of complying with any requirement of law; and

(v) in so far as can reasonably be ascertained by the DCA, not have been previously relieved of any past assignment (whether for the DCA or any other person) on the grounds of negligence or any other failure to perform a duty.

(B) The DCA shall ensure that all DCA Personnel have, as a minimum, passed a Security Check before commencing their roles.

5.3.2 Background Check Procedures

See Part 5.3.1 of this Policy.

5.3.3 Training Requirements

See Part 5.3.1 of this Policy.

5.3.4 Retraining Frequency and Requirements

(A) The DCA shall ensure that the Device CPS incorporates appropriate provisions relating to the frequency and content of retraining and refresher training to be undertaken by members of DCA Personnel.

5.3.5 Job Rotation Frequency and Sequence

(A) The DCA shall ensure that the Device CPS incorporates appropriate provisions relating to the frequency and sequence of job rotations to be undertaken by members of DCA Personnel.

5.3.6 Sanctions for Unauthorised Actions

(A) The DCA shall ensure that the Device CPS incorporates appropriate provisions relating to sanctions for unauthorised actions undertaken by members of DCA Personnel.

5.3.7 Independent Contractor Requirements

(A) In accordance with the provisions of the Code, references to the DCA in this Policy include references to persons with whom the DCA contracts in order to secure performance of its obligations as the DCA.

5.3.8 Documentation Supplied to Personnel

(A) The DCA shall ensure that all DCA Personnel are provided with access to all documents relevant to their roles or necessary for the performance of their duties, including in particular:

(i) this Policy;

(ii) the Device CPS; and

(iii) any supporting documentation, statutes, policies or contracts.

5.4 AUDIT LOGGING PROCEDURES

5.4.1 Types of Events Recorded

(A) The DCA shall ensure that:

(i) the DCA Systems record all systems activity in an audit log;

(ii) the Device CPS incorporates a comprehensive list of all events that are to be recorded in an audit log in relation to:

(a) the activities of DCA Personnel;

(b) the use of DCA equipment;

(c) the use of (including both authorised and unauthorised access, and attempted access to) any premises at which functions of the

DCA are carried out;

(d) communications and activities that are related to the Issue of Certificates (in so far as not captured by the DCA Systems audit log); and

(iii) it records in an audit log all the events specified in paragraph (ii).

5.4.2 Frequency of Processing Log

(A) The DCA shall ensure that:

(i) the audit logging functionality in the DCA Systems is fully enabled at all times;

(ii) all DCA Systems activity recorded in the Audit Log is recorded in a standard format that is compliant with:

(a) British Standard BS 10008:2008 (Evidential Weight and Legal Admissibility of Electronic Information); or

(b) any equivalent to that British Standard which updates or replaces it from time to time; and

(iii) it monitors the DCA Systems in compliance with:

(a) CESG Good Practice Guide 13:2012 (Protective Monitoring); or

(b) any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time;

(B) The DCA shall ensure that the Device CPS incorporates provisions which specify:

(i) how regularly information recorded in the Audit Log is to be reviewed; and

(ii) what actions are to be taken by it in response to types of events recorded in the Audit Log.

(C) The DCA shall ensure that the Device CPS incorporates provisions in relation to access to the Audit Log, providing in particular that:

(i) Data contained in the Audit Log must not be accessible other than on a read-only basis; and

(ii) access to those Data must be limited to those members of DCA Personnel who are performing a dedicated system audit role.

5.4.3 Retention Period for Audit Log

(A) The DCA shall:

(i) retain the Audit Log so that it incorporates, on any given date, a record of all system events occurring during a period of at least twelve months prior to that date; and

(ii) ensure that a copy of the Audit Log incorporating a record of all system events occurring prior to the beginning of that period is archived in accordance with the requirements of Part 5.5 of this Policy.

5.4.4 Protection of Audit Log

(A) The DCA shall ensure that:

(i) to the extent to which the Audit Log is retained electronically, the Data stored in it cannot be accessed other than on a read-only basis, and are protected from unauthorised viewing, modification and deletion in accordance with:

(a) British Standard BS 10008:2008 (Evidential Weight and Legal Admissibility of Electronic Information); or

(b) any equivalent to that British Standard which updates or replaces it from time to time; and

(ii) to the extent to which the Audit Log is retained in non-electronic form, the Data stored in it are appropriately protected from

unauthorised viewing, modification and destruction in order to ensure that their integrity is maintained for evidential purposes.

5.4.5 Audit Log Back-Up Procedures

(A) The DCA shall ensure that the Data contained in the Audit Log are Backed-Up (or, to the extent that the Audit Log is retained in non-electronic form, are copied):

(i) on a daily basis; or

(ii) if activity has taken place on the DCA Systems only infrequently, in accordance with the schedule for the regular Back-Up of the Data held on those Systems.

(B) The DCA shall ensure that all Data contained in the Audit Log which are Backed-Up are, during Back-Up:

(i) held in accordance with the outcome of a risk assessment which is documented in the Device CPS; and

(ii) protected to the same standard of protection as the primary copy of the Audit Log in accordance with Part 5.4.4 of this Policy.

5.4.6 Audit Collection System (Internal or External)

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to its system for collecting Data for the purpose of populating the Audit Log.

5.4.7 Notification to Event-Causing Subject

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to its notification of any person who is (or is responsible for any System which is) the direct cause of an event recorded in the Audit Log.

5.4.8 Vulnerability Assessments

(A) Provision is made in Sections G2.13 to G2.14 of the Code (Management of Vulnerabilities) in relation to the carrying out of vulnerability assessments

in respect of the DCA Systems.

5.5 RECORDS ARCHIVAL

5.5.1 Types of Records Archived

(A) The DCA shall ensure that it archives:

(i) the Audit Log in accordance with Part 5.4.3 of this Policy;

(ii) its records of all Data submitted to it by Eligible Subscribers for the purposes of Certificate Signing Requests; and

(iii) any other Data specified in this Policy or the Code as requiring to be archived in accordance with this Part 5.5.

5.5.2 Retention Period for Archive

(A) The DCA shall ensure that all Data which are Archived are retained for a period of at least seven years from the date on which they were Archived.

5.5.3 Protection of Archive

(A) The DCA shall ensure that Data held in its Archive are:

(i) protected against any unauthorised access;

(ii) adequately protected against environmental threats such as temperature, humidity and magnetism; and

(iii) incapable of being modified or deleted.

5.5.4 Archive Back-Up Procedures

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to its procedures for the Back-Up of its Archive.

5.5.5 Requirements for Time-Stamping of Records

(A) Provision in relation to Time-Stamping is made in Part 6.8 of this Policy.

5.5.6 Archive Collection System (Internal or External)

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to its system for collecting Data for the purpose of populating the Archive.

5.5.7 Procedures to Obtain and Verify Archive Information

(A) The DCA shall ensure that:

(i) Data held in the Archive are stored in a readable format during their retention period; and

(ii) those Data remains accessible at all times during their retention period, including during any period of interruption, suspension or cessation of the DCA's operations.

(B) The DCA shall ensure that the Device CPS incorporates provisions in relation to the periodic verification by the DCA of the Data held in the Archive.

5.6 KEY CHANGEOVER

5.6.1 Device Certificate Key Changeover

(A) The DCA shall Issue a new Device Certificate in relation to a Device where a new Certificate Signing Request is submitted by an Eligible Subscriber in accordance with the requirements of the SMKI RAPP and this Policy.

5.6.2 DCA Key Changeover

(A) Where the DCA ceases to use an Issuing DCA Private Key in accordance with the requirements of Part 4.3.1(E) of this Policy, it shall:

(i) verifiably destroy the Issuing DCA Private Key Material;

(ii) not revoke the related Issuing DCA Public Key (which may continue to be used for the purpose of validating Digital Signatures generated using the Issuing DCA Private Key);

(iii) generate a new Key Pair;

(iv) ensure that any Device Certificate subsequently Issued by it is Issued using the Issuing DCA Private Key from the newly-generated Key Pair:

(a) until the time determined in accordance with Part 4.3.1(E) of this Policy; and

(b) subject to the provisions of Part 5.7.1(C) of this Policy; and

(v) in its capacity as the Root DCA:

(a) Issue a new Issuing DCA Certificate; and

(b) promptly lodge that Issuing DCA Certificate in the SMKI Repository.

(B) The DCA shall ensure that the actions taken by it in accordance with the requirements of paragraph (A) are managed so as to prevent any disruption to the provision of the SMKI Services.

5.7 COMPROMISE AND DISASTER RECOVERY

5.7.1 Incident and Compromise Handling Procedures

(A) The DCA shall ensure that the Device CPS incorporates a business continuity plan which shall be designed to ensure continuity in, or (where there has been unavoidable discontinuity) the recovery of, the provision of the SMKI Services in the event of any Compromise of the DCA Systems or major failure in the DCA processes.

(B) The DCA shall ensure that the procedures set out in the business continuity plan are:

(i) compliant with ISO 22301 and ISO 27031 (or any equivalent to those standards which update or replace them from time to time); and

(ii) tested periodically, and in any event at least once in each year, in order to ensure that they are operationally effective.

(C) In the event of the Compromise of any DCA Private Key, the DCA shall:

(i) not revoke the related Issuing DCA Public Key;

(ii) not revoke any Device Certificates Issued using the Issuing DCA Private Key;

(iii) not issue any further Device Certificates using the Issuing DCA Private Key;

(iv) treat the event in the same manner as if it were a Major Security Incident in accordance with Section G2 of the Code (System Security: Obligations on the DCC); and

(v) immediately notify the SMKI PMA.

(D) The DCA shall ensure that the Device CPS incorporates provisions setting out the approach to be taken by it in circumstances in which it suspects (or has reason to suspect) that any Issuing DCA Private Key or any part of the DCA Systems is Compromised.

5.7.2 Computing Resources, Software and/or Data are Corrupted

(A) The DCA shall ensure that the business continuity plan established in accordance with Part 5.7.1 of this Policy incorporates provisions setting out the steps to be taken in the event of any loss of or corruption to computing resources, software or Data.

5.7.3 Entity Private Key Compromise Procedures

See Part 5.7.1 of this Policy.

5.7.4 Business Continuity Capabilities after a Disaster

(A) The DCA shall ensure that the business continuity plan established in accordance with Part 5.7.1 of this Policy is designed to ensure the recovery of the provision of the SMKI Services within not more than 12 hours of the occurrence of any event causing discontinuity.

5.8 CERTIFICATION AUTHORITY AND REGISTRATION AUTHORITY TERMINATION

[*Not applicable in this Policy*]

6 TECHNICAL SECURITY CONTROLS

The DCA shall ensure that the Device CPS incorporates detailed provision in relation to the technical controls to be established and operated for the purposes of the exercise of its functions as the Root DCA, the Issuing DCA and the Registration Authority.

6.1 KEY PAIR GENERATION AND INSTALLATION

6.1.1 Key Pair Generation

(A) The DCA shall ensure that all ~~DCA Keys~~Key Pairs which it uses for the purposes of this Policy are generated:

(i) in a protected environment compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time);

(ii) using multi-person control, such that no single Privileged Person is capable of generating any DCA Key; and

(iii) using random numbers ~~of~~which are such ~~length~~ as to make it computationally infeasible to regenerate ~~them~~those Key Pairs even with knowledge of when and by means of ~~which~~what equipment they were generated.

(B) The DCA shall not generate any Private Key or Public Key other than a DCA Key.

6.1.2 Private Key Delivery to Subscriber

(A) In accordance with Part 6.1.1(B), the DCA shall not generate any Private Key for delivery to a Subscriber.

6.1.3 Public Key Delivery to Certificate Issuer

(A) The DCA shall ensure that the Device CPS incorporates provisions:

(i) in relation to the mechanism by which Public Keys of Subscribers are delivered to it for the purpose of the exercise of its functions as the Root DCA and Issuing DCA; and

(ii) ensuring that the mechanism uses a recognised standard protocol such as PKCS#10.

6.1.4 DCA Public Key Delivery to Relying Parties

(A) The DCA shall ensure that the Device CPS incorporates provisions:

(i) in relation to the manner by which each DCA Public Key is to be lodged in the SMKI Repository; and

(ii) designed to ensure that the DCA Public Keys are securely lodged in the SMKI Repository in such a manner as to guarantee that their integrity is maintained.

6.1.5 Key Sizes

(A) The DCA and every Subscriber shall ensure that all Private Keys and Public Keys which each of them may use for the purposes of this Policy are of the following size and characteristics:

(i) Elliptic Curve on the NIST P-256 curve in its uncompressed form, as defined in RFC5480 and as further set out in the GB Companion Specification; and

(ii) Digital Signature verification with Elliptic Curve Digital Signature Authentication using SHA256 and as further set out in the GB Companion Specification.

6.1.6 Public Key Parameters Generation and Quality Checking

(A) The DCA shall ensure that any Public Key used by it for the purposes of this Policy shall be of values and lengths that make the success of known attacks infeasible.

(B) Each Subscriber shall ensure that any Public Key used by it for the purposes

of this Policy shall be of values and lengths that make the success of known attacks infeasible.

6.1.7 Key Usage Purposes (as per X.509 v3 Key Usage Field)

(A) The DCA shall ensure that each Certificate that is Issued by it has a 'keyUsage' field in accordance with RFC5759 and RFC5280.

(B) The DCA shall ensure that each Device Certificate that is Issued by it has a 'keyUsage' of either:

(i) 'digitalSignature'; or

(ii) 'keyAgreement'.

(C) The DCA shall ensure that each DCA Certificate that is Issued by it has a 'keyUsage' of 'keyCertSign'.

(D) The DCA shall ensure that no 'keyUsage' values may be set in a Device Certificate or DCA Certificate other than in accordance with this Part 6.1.7.

6.2 PRIVATE KEY PROTECTION AND CRYPTOGRAPHIC MODULE ENGINEERING CONTROLS

6.2.1 Cryptographic Module Standards and Controls

(A) The DCA shall ensure that all DCA Private Keys shall be:

(i) protected to a high standard of assurance by physical and logical security controls; and

(ii) stored in and operated from within a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(B) The DCA shall ensure that all DCA Private Keys shall, where they affect the outcome of any Certificates Issued by it, be protected by, stored in and operated from within a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information

Processing Standard which updates or replaces it from time to time).

(C) The DCA shall ensure that no DCA Private Key shall be made available in either complete or unencrypted form except in a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(D) The DCA shall ensure that any Cryptographic Module which is used for any purpose related to Certificate life-cycle management shall:

(i) operate so as to block access to itself following a number of failed consecutive attempts to access it using Activation Data, where that number shall be set out in the Device CPS; and

(ii) require to be unblocked by an authorised member of DCA Personnel who has been Authenticated as such following a process which shall be set out in the Device CPS.

6.2.2 Private Key (m out of n) Multi-Person Control

See Part 6.1.1 of this Policy.

6.2.3 Private Key Escrow

(A) This Policy does not support Key Escrow.

(B) The DCA shall not provide any Key Escrow service.

6.2.4 Private Key Back-Up

(A) The DCA may Back-Up DCA Private Keys insofar as:

(i) each Private Key is protected to a standard which is at least equivalent to that required in relation to the principal Private Key in accordance with this Policy; and

(ii) where more than one Private Key is Backed-Up within a single security environment, each of the Private Keys which is Backed-Up within that environment must be protected to a standard which is at

least equivalent to that required in relation to an Issuing DCA Private Key in accordance with this Policy.

6.2.5 Private Key Archival

(A) The DCA shall ensure that no DCA Key which is a Private Key is archived.

6.2.6 Private Key Transfer into or from a Cryptographic Module

(A) The DCA shall ensure that no DCA Private Key is transferred or copied other than:

(i) for the purposes of:

(a) Back-Up; or

(b) establishing an appropriate degree of resilience in relation to the provision of the SMKI Services;

(ii) in accordance with a level of protection which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

6.2.7 Private Key Storage on Cryptographic Module

See Part 6.2.1 of this Policy.

6.2.8 Method of Activating Private Key

(A) The DCA shall ensure that the Cryptographic Module in which any DCA Private Key is stored may be accessed only by an authorised member of DCA Personnel who has been Authenticated following an Authentication process which:

(i) has an appropriate level of strength to ensure the protection of the Private Key; and

(ii) involves the use of Activation Data.

6.2.9 Method of Deactivating Private Key

(A) The DCA shall ensure that any DCA Private Key shall be capable of being de-activated by means of the DCA Systems, at least by:

(i) the actions of:

(a) turning off the power;

(b) logging off;

(c) carrying out a system reset; and

(ii) a period of inactivity of a length which shall be set out in the Device CPS.

6.2.10 Method of Destroying Private Key

(A) The DCA shall ensure that the Device CPS incorporates provisions for the exercise of strict controls in relation to the destruction of DCA Keys.

(B) The DCA shall ensure that no DCA Key (whether in active use, existing as a copy for the purposes of resilience, or Backed-Up) is destroyed except in accordance with a positive decision by the DCA to destroy it.

6.2.11 Cryptographic Module Rating

See Part 6.2.1 of this Policy.

6.3 OTHER ASPECTS OF KEY PAIR MANAGEMENT

6.3.1 Public Key Archival

(A) The DCA shall ensure that it archives DCA Public Keys in accordance with the requirements of Part 5.5 of this Policy.

6.3.2 Certificate Operational Periods and Key Pair Usage Periods

(A) The DCA shall ensure that:

(i) the Validity Period of each Certificate shall be an indefinite period; and

(ii) for this purpose, it uses the 'notAfter' value specified in Annex B.

6.4 ACTIVATION DATA

6.4.1 Activation Data Generation and Installation

(A) The DCA shall ensure that any Cryptographic Module within which a DCA Key is held has Activation Data that are unique and unpredictable.

(B) The DCA shall ensure that:

(i) these Activation Data, in conjunction with any other access control, shall be of an appropriate level of strength for the purposes of protecting the DCA Keys; and

(ii) where the Activation Data comprise any PINs, passwords or pass-phrases, the DCA shall have the ability to change these at any time.

6.4.2 Activation Data Protection

(A) The DCA shall ensure that the Device CPS incorporates provision for the use of such cryptographic protections and access controls as are appropriate to protect against the unauthorised use of Activation Data.

6.4.3 Other Aspects of Activation Data

[*Not applicable in this Policy*]

6.5 COMPUTER SECURITY CONTROLS

6.5.1 Specific Computer Security Technical Requirements

(A) The DCA shall ensure that the Device CPS incorporates provisions in relation to the identification and implementation, following the conclusion of any threat assessment, of security measures which make provision for at least the following:

(i) the establishment of access controls in relation to the activities of the DCA;

(ii) the appropriate allocation of responsibilities to Privileged Persons;

(iii) the identification and Authentication of organisations, individuals and

Systems involved in DCA activities;

(iv) the use of cryptography for communication and the protection of Data stored on the DCA Systems;

(v) the audit of security related events; and

(vi) the use of recovery mechanisms for DCA Keys.

6.5.2 Computer Security Rating

(A) The DCA shall ensure that the Device CPS incorporates provisions relating to the appropriate security rating of the DCA Systems.

6.6 LIFE-CYCLE TECHNICAL CONTROLS

6.6.1 System Development Controls

(A) The DCA shall ensure that any software which is developed for the purpose of establishing a functionality of the DCA Systems shall:

(i) take place in a controlled environment that is sufficient to protect against the insertion into the software of malicious code;

(ii) be undertaken by a developer which has a quality system that is:

(a) compliant with recognised international standards (such as ISO 9001:2000 or an equivalent standard); or

(b) available for inspection and approval by the SMKI PMA, and has been so inspected and approved.

6.6.2 Security Management Controls

(A) The DCA shall ensure that the Device CPS incorporates provisions which are designed to ensure that the DCA Systems satisfy the requirements of Section G2 (System Security: Obligations on the DCC) and Section G5 (Information Security: Obligations on the DCC and Users) of the Code.

6.6.3 Life-Cycle Security Controls

See Part 6.6.2 of this Policy.

6.7 NETWORK SECURITY CONTROLS

6.7.1 Use of Offline Root DCA

(A) The DCA shall ensure that its functions as the Root DCA are carried out on a part of the DCA Systems that is neither directly nor indirectly connected to any System which is not a part of the DCA Systems.

6.7.2 Protection Against Attack

(A) The DCA shall use its best endeavours to ensure that the DCA Systems are not Compromised, and in particular for this purpose that they are designed and operated so as to detect and prevent:

(i) any Denial of Service Event;

(ii) any unauthorised attempt to connect to them.

(B) The DCA shall use its reasonable endeavours to ensure that the DCA Systems cause or permit to be open at any time only those network ports, and allow only those protocols, which are required at that time for the effective operation of those Systems, and block all network ports and protocols which are not so required.

6.7.3 Separation of Issuing DCA

(A) The DCC shall ensure that, where its functions as the Issuing DCA are carried out on a part of the DCA Systems that is connected to an external network, they are carried out on a System that is Separated from all other DCA Systems.

6.7.4 Health Check of DCA Systems

(A) The DCA shall ensure that, in relation to the DCA Systems, a vulnerability assessment in accordance with Section G2.13 of the Code (Management of Vulnerabilities) is carried out with such frequency as may be specified from time to time by the Independent SMKI Assurance Service Provider.

6.8 TIME-STAMPING

6.8.1 Use of Time-Stamping

(A) The DCA shall ensure that Time-Stamping takes place in relation to all Certificates and all other DCA activities which require an accurate record of time.

(B) The DCA shall ensure that the Device CA incorporates provisions in relation to the time source and mechanisms used by any Time-Stamping Authority which carries out Time-Stamping on behalf of the DCA.

7 CERTIFICATE, CRL AND OCSP PROFILES

7.1 CERTIFICATE PROFILES

The DCA shall use only the Certificate Profiles in Annex B.

7.1.1 Version Number(s)

[*Not applicable in this Policy*]

7.1.2 Certificate Extensions

[*Not applicable in this Policy*]

7.1.3 Algorithm Object Identifiers

[*Not applicable in this Policy*]

7.1.4 Name Forms

[*Not applicable in this Policy*]

7.1.5 Name Constraints

[*Not applicable in this Policy*]

7.1.6 Certificate Policy Object Identifier

[*Not applicable in this Policy*]

7.1.7 Usage of Policy Constraints Extension

[*Not applicable in this Policy*]

7.1.8 Policy Qualifiers Syntax and Semantics

[*Not applicable in this Policy*]

7.1.9 Processing Semantics for the Critical Certificate Policies Extension

[*Not applicable in this Policy*]

7.2 CRL PROFILE

7.2.1 Version Number(s)

[*Not applicable in this Policy*]

7.2.2 CRL and CRL Entry Extensions

[*Not applicable in this Policy*]

7.3 OCSP PROFILE

7.3.1 Version Number(s)

[*Not applicable in this Policy*]

7.3.2 OCSP Extensions

[*Not applicable in this Policy*]

8 COMPLIANCE AUDIT AND OTHER ASSESSMENTS

8.1 FREQUENCY OR CIRCUMSTANCES OF ASSESSMENT

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.2 IDENTITY/QUALIFICATIONS OF ASSESSOR

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.3 ASSESSOR'S RELATIONSHIP TO ASSESSED ENTITY

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.4 TOPICS COVERED BY ASSESSMENT

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.5 ACTIONS TAKEN AS A RESULT OF DEFICIENCY

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.6 COMMUNICATION OF RESULTS

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

9 OTHER BUSINESS AND LEGAL MATTERS

In so far as provision is made in relation to all the matters referred to in this Part, it is found in the DCC Licence and the provisions of the Code (including in Section L11 (Subscriber Obligations) and Section L12 (Relying Party Obligations) of the Code).

9.1 FEES

See the statement at the beginning of this Part.

9.1.1 Certificate Issuance or Renewal Fees

See the statement at the beginning of this Part.

9.1.2 Device Certificate Access Fees

See the statement at the beginning of this Part.

9.1.3 Revocation or Status Information Access Fees

See the statement at the beginning of this Part.

9.1.4 Fees for Other Services

See the statement at the beginning of this Part.

9.1.5 Refund Policy

See the statement at the beginning of this Part.

9.2 FINANCIAL RESPONSIBILITY

9.2.1 Insurance Coverage

See the statement at the beginning of this Part.

9.2.2 Other Assets

See the statement at the beginning of this Part.

9.2.3 Insurance or Warranty Coverage for Subscribers and Subjects

See the statement at the beginning of this Part.

9.3 CONFIDENTIALITY OF BUSINESS INFORMATION

9.3.1 Scope of Confidential Information

See the statement at the beginning of this Part.

9.3.2 Information not within the Scope of Confidential Information

See the statement at the beginning of this Part.

9.3.3 Responsibility to Protect Confidential Information

See the statement at the beginning of this Part.

9.4 PRIVACY OF PERSONAL INFORMATION

9.4.1 Privacy Plan

See the statement at the beginning of this Part.

9.4.2 Information Treated as Private

See the statement at the beginning of this Part.

9.4.3 Information not Deemed Private

See the statement at the beginning of this Part.

9.4.4 Responsibility to Protect Private Information

See the statement at the beginning of this Part.

9.4.5 Notice and Consent to Use Private Information

See the statement at the beginning of this Part.

9.4.6 Disclosure Pursuant to Judicial or Administrative Process

See the statement at the beginning of this Part.

9.4.7 Other Information Disclosure Circumstances

See the statement at the beginning of this Part.

9.5 INTELLECTUAL PROPERTY RIGHTS

See the statement at the beginning of this Part.

9.6 REPRESENTATIONS AND WARRANTIES

9.6.1 Certification Authority Representations and Warranties

See the statement at the beginning of this Part.

9.6.2 Registration Authority Representations and Warranties

See the statement at the beginning of this Part.

9.6.3 Subscriber Representations and Warranties

See the statement at the beginning of this Part.

9.6.4 Relying Party Representations and Warranties

See the statement at the beginning of this Part.

9.6.5 Representations and Warranties of Other Participants

See the statement at the beginning of this Part.

9.7 DISCLAIMERS OF WARRANTIES

See the statement at the beginning of this Part.

9.8 LIMITATIONS OF LIABILITY

See the statement at the beginning of this Part.

9.9 INDEMNITIES

See the statement at the beginning of this Part.

9.10 TERM AND TERMINATION

9.10.1 Term

See the statement at the beginning of this Part.

9.10.2 Termination of Device Certificate Policy

See the statement at the beginning of this Part.

9.10.3 Effect of Termination and Survival

See the statement at the beginning of this Part.

9.11 INDIVIDUAL NOTICES AND COMMUNICATIONS WITH PARTICIPANTS

9.11.1 Subscribers

See the statement at the beginning of this Part.

9.11.2 Device Certification Authority

See the statement at the beginning of this Part.

9.11.3 Notification

See the statement at the beginning of this Part.

9.12 AMENDMENTS

9.12.1 Procedure for Amendment

See the statement at the beginning of this Part.

9.12.2 Notification Mechanism and Period

See the statement at the beginning of this Part.

9.12.3 Circumstances under which OID Must be Changed

See the statement at the beginning of this Part.

9.13 DISPUTE RESOLUTION PROVISIONS

See the statement at the beginning of this Part.

9.14 GOVERNING LAW

See the statement at the beginning of this Part.

9.15 COMPLIANCE WITH APPLICABLE LAW

See the statement at the beginning of this Part.

9.16 MISCELLANEOUS PROVISIONS

9.16.1 Entire Agreement

See the statement at the beginning of this Part.

9.16.2 Assignment

See the statement at the beginning of this Part.

9.16.3 Severability

See the statement at the beginning of this Part.

9.16.4 Enforcement (Attorney's Fees and Waiver of Rights)

See the statement at the beginning of this Part.

9.16.5 Force Majeure

See the statement at the beginning of this Part.

9.17 OTHER PROVISIONS

9.17.1 Device Certificate Policy Content

See the statement at the beginning of this Part.

9.17.2 Third Party Rights

See the statement at the beginning of this Part.

Annex A: Definitions and Interpretation

In this Policy, except where the context otherwise requires -

- expressions defined in Section A of the Code (Definitions and Interpretation) have the same meaning as is set out in that Section,
- the expressions in the left hand column below shall have the meanings given to them in the right hand column below,
- where any expression is defined in Section A of the Code (Definitions and Interpretation) and in this Annex, the definition in this Annex shall take precedence for the purposes of the Policy.

Activation Data	means any private Data (such as a password or the Data on a smartcard) which are used to access a Cryptographic Module.
Archive	means the archive of Data created in accordance with Part 5.5.1 of this Policy (and "**Archives**" and "**Archived**" shall be interpreted accordingly).
Audit Log	means the audit log created in accordance with Part 5.4.1 of this Policy.
Authentication	means the process of establishing that an individual, organisation, System or Device is what he or it claims to be (and "**Authenticate**" shall be interpreted accordingly).
Authorised Subscriber	means a Party or RDP which has successfully completed the procedures set out in the SMKI RAPP and has been authorised by the DCA to submit a Certificate Signing Request.
Certificate	means either a Device Certificate or a DCA Certificate.

Certificate Profile	means a table bearing that title in Annex B and specifying certain parameters to be contained within a Certificate.
Certificate Re-Key	means a change to the Public Key contained within a Certificate bearing a particular serial number.
Certificate Signing Request	means a request for a Certificate submitted by an Eligible Subscriber in accordance with the SMKI RAPP.
DCA Key	means any Private Key or a Public Key generated by the DCA for the purposes of complying with its obligations under the Code.
DCA Personnel	means those persons who are engaged by the DCC, in so far as such persons carry out, or are authorised to carry out, any function of the DCA.
DCA Private Key	means a DCA Key which is a Private Key.
DCA Systems	means the Systems used by the DCA in relation to the SMKI Services.
DCA Certificate	means either a Root DCA Certificate or an Issuing DCA Certificate.
Device Certificate	means a certificate in the form set out in the Device Certificate Profile in accordance with Annex B, and Issued by the Issuing DCA in accordance with this Policy.
Device Certification Authority (or **DCA**)	means the DCC, acting in the capacity and exercising the functions of one or more of: (a) the Root DCA; (b) the Issuing DCA; and (c) the Registration Authority.
Eligible Subscriber	means:

(a) in relation to a Device Certificate, an Authorised Subscriber which is identified as an Eligible Subscriber in accordance with Section L3.~~7~~16 of the Code (Device Certificates); and

(b) in relation to a DCA Certificate, an Authorised Subscriber which is identified as an Eligible Subscriber in accordance with Section L3.~~8~~17 of the Code (DCA Certificates).

Issue	means the act of the DCA, in its capacity as the Root DCA or Issuing DCA, and acting in accordance with this Policy, of creating and signing a Certificate which is bound to both a Subject and a Subscriber (and "**Issued**" and "**Issuing**" shall be interpreted accordingly).
Issuing Device Certification Authority (or **Issuing DCA**)	means the DCC exercising the function of Issuing Device Certificates to Eligible Subscribers and of storing and managing the Private Keys associated with that function.
Issuing DCA Certificate	means a certificate in the form set out in the Issuing DCA Certificate Profile in accordance with Annex B, and Issued by the Root DCA to the Issuing DCA in accordance with this Policy.
Issuing DCA Private Key	means a Private Key which is stored and managed by the DCA acting in its capacity as the Issuing DCA.
Issuing DCA Public Key	means the Public Key which is part of a Key Pair with an Issuing DCA Private Key.
Key Escrow	means the storage of a Private Key by a person other than the Subscriber or Subject of the Certificate which contains the related Public Key.
Object Identifier (or **OID**)	means an Object Identifier assigned by the Internet

	Address Naming Authority.
OCA	has the meaning given to that expression in Appendix B of the Code (SMKI Organisation Certificate Policy).
OCA Systems	has the meaning given to that expression in Appendix B of the Code (SMKI Organisation Certificate Policy).
Policy	means this Device Certificate Policy.
Private Key Material	in relation to a Private Key, means that Private Key and the input parameters necessary to establish, use and maintain it.
Registration Authority	means the DCC exercising the function of receiving and processing Certificate Signing Requests made in accordance with the SMKI RAPP.
Registration Authority Manager	means either a director of the DCC or any other person who may be identified as such in accordance with the SMKI RAPP.
Registration Authority Personnel	means those persons who are engaged by the DCC, in so far as such persons carry out, or are authorised to carry out, any function of the Registration Authority.
Relying Party	means a person who, pursuant to the Code, receives and relies upon a Certificate.
Root Device Certification Authority (or **Root DCA**)	means the DCC exercising the function of Issuing DCA Certificates to the Issuing DCA and storing and managing Private Keys associated with that function.
Root DCA Certificate	means a certificate in the form set out in the Root DCA Certificate Profile in accordance with Annex B and self-signed by the Root DCA in accordance with this Policy.
Root DCA Private Key	means a Private Key which is stored and managed by the

	DCA acting in its capacity as the Root DCA.
Security Related Functionality	means the functionality of the DCA Systems which is designed to detect, prevent or mitigate the adverse effect of any Compromise of that System.
Subject	means: (a) in relation to a Device Certificate, the Device identified by the Device ID in the 'hwSerialNum' field of the Device Certificate Profile in Annex B; and (b) in relation to a DCA Certificate, the Root DCA or Issuing DCA as identified in the 'Subject' field of the relevant Certificate Profile in Annex B.
Subscriber	means, in relation to any Certificate, a Party or RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.
Time-Stamping	means the act that takes place when a Time-Stamping Authority, in relation to a Certificate, stamps a particular datum with an accurate indicator of the time (in hours, minutes and seconds) at which the activity of stamping takes place.
Time-Stamping Authority	means that part of the DCA that: (a) where required, provides an appropriately precise time-stamp in the format required by this Policy; and (b) relies on a time source that is: (i) accurate; (ii) determined in a manner that is independent of

any other part of the DCA Systems; and

(iii) such that the time of any time-stamp can be verified to be that of the ~~independent time source~~Independent Time Source at the time at which the time-stamp was applied.

Validity Period	means, in respect of a Certificate, the period of time for which that Certificate is intended to be valid.

Annex B: DCA Certificate and Device Certificate Profiles

End Entity Certificate Structure and Contents

This Annex lays out requirements as to structure and content with which DCA Certificates and Device Certificates shall comply. All terms in this Annex shall, where not defined in the Code, this Policy, or the GB Companion Specification, have the meanings in IETF RFC 5759 or IETF RFC5280.

Common requirements applicable to DCA Certificates and Device Certificates

All DCA Certificates and Device Certificates that are validly authorised within the SMKI for use within the scope of the GB Companion Specification and GB Smart Metering:

- shall be compliant with IETF RFC 5759 and so with IETF RFC5280.
- for clarity and in adherence with the requirements of IETF RFC5759, all DCA Certificates and Device Certificates shall:
    - contain the authorityKeyIdentifier extension, except where the Certificate is the Root DCA Certificate;
    - contain the keyUsage extension which shall be marked as critical;
- be X.509 v3 certificates as defined in IETF RFC 5280, encoded using the ASN.1 Distinguished Encoding Rules;
- only contain Public Keys of types that are explicitly allowed by the GBCS. This means all Public Keys shall be elliptic curve Public Keys on the NIST P-256 curve;
- only contain Public Keys in uncompressed form i.e. contain an elliptic curve point in uncompressed form as detailed in Section 2.2 of IETF RFC5480;
- only provide for signature methods that are explicitly allowed within the GBCS. This means using P-256 Private Keys with SHA 256 and ECDSA;
- contain a certificatePolicies extension containing at least one PolicyIdentifier which shall be marked as critical. For clarity and in adherence with IETF RFC 5280, Certification Path Validation undertaken by Devices shall interpret this extension;
- contain a serialNumber of no more than 16 octets in length;
- contain a subjectKeyIdentifier which shall be marked as non-critical;

- contain an authorityKeyIdentifier in the form [0] KeyIdentifier which shall be marked as non-critical, except where the Certificate is the Root DCA Certificate. Note this exception only applies where RemotePartyRole as specified in the X520OrganizationalUnitName field = root;
- only contain KeyIdentifiers generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length;
- contain an IssuerName which MUST be identical to the signer's SubjectName
- have a valid notBefore field consisting of the time of issue encoded and a valid notAfter field for a not well-defined expiraton date as per IETF RFC 5280 Section 4.1.2.5.

Requirements applicable to Device Certificates only

All Device Certificates that are issued by the DCA shall:

- not have a well-defined expiration date and so the notAfter shall be assigned the GeneralizedTime value of 99991231235959Z;
- have an empty SubjectName;
- contain SubjectAlternativeName extension which contains a single GeneralName of type OtherName that is further sub-typed as a HardwareModuleName (id-on-HardwareModuleName) as defined in RFC 4108. The hwSerialNum field shall be set to the Device's Entity Identifier. In adherence to IETF RFC 5280, the SubjectAlternativeName shall be marked as critical;
- contain a single Public Key;
- contain a keyUsage extension marked as critical, with a value of only one of:
    - digitalSignature; or
    - keyAgreement.
- contain a single policyIdentifier in the certificatePolicies extension that refers to the OID applicable to the version of this Device Certificate Policy applicable at the time that the Device Certificate was issued.

Requirements applicable to the Root DCA and Issuing DCA

All DCA Certificates issued by the DCA shall:

- not have a well-defined expiration date and so the notAfter shall be assigned the GeneralizedTime value of 99991231235959Z;
- must have a Valid: notBefore field consisting of the time of issue encoded as per RFC5280;
- Per RFC5280, the IssuerName of any certificates MUST be identical to the signer's SubjectName;
- have a globally unique SubjectName ;
- contain a single Public Key;
- contain a keyUsage extension marked as critical and defined as:
    - keyCertSign; and
    - cRLSign.
- For Issuing DCA Certificates contain at least one policyIdentifier in the certificatePolicies extension that refers to the OID of the version of this Device Certificate Policy prevailing at the time.
- For the Root DCA Certificate contain a single policyIdentifier in the certificatePolicies extension that refers to the OID for anyPolicy.
- For Issuing DCA Certificates, contain the basicConstraints extension, with values cA=True, and pathLen=0. This extension shall be marked as critical.
- For the Root DCA Certificate, contain the basicConstraints extension, with the value cA=True and pathLen absent (unlimited). This extension shall be marked as critical.

Device Certificate Profile

Field Name	**RFC 5759/5280 Type**	**Value**	**Reference**
Version	Integer	V3	
serialNumber	Integer	Positive Integer of up to	

		16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Issuing DCA of up to 4 Octets (as defined in the Issuing DCA Certificate Profile)	
Authoritykeyidentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
subjectKeyIdentifier	KeyIdentifier	Provides a means for identifying certificates containing the particular Public Key used in an application	
notBefore	Time	Creation time of the Device Certificate	
notAfter	Time	shall be assigned the GeneralizedTime value of 99991231235959Z	
Subject	Name	EMPTY	
subjectAltName	OtherName	contains a single GeneralName of type OtherName that is further sub-typed as a HardwareModuleName (id-on-HardwareModuleName)	

		as defined in RFC 4108. The hwSerialNum field shall be set to the Device's Entity Identifier	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
Extensions	Extensions	Critical and non-critical extensions	
signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	
signatureValue	BIT STRING	Subject Device Certificate signature	

Interpretation

Version

The version of the X.509 Device Certificate. Valid Device Certificates shall identify themselves as version 3.

serialNumber

Device Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Device Certificate, and shall be created by the Issuing DCA that signs the Device Certificate. The serialNumber shall be unique in the scope of Device Certificate signed by the Issuing DCA.

Signature

The identity of the signature algorithm used to sign the Device Certificate. The field is identical to the value of the Device Certificate 'signatureAlgorithm' field explained further under the next '**signatureAlgorithm**' heading below.

Issuer

The name of the signer of the Device Certificate. This will be the gloablly unique name of the Issuing DCA~~.~~ of up to 4 Octets (as defined in the Issuing DCA Certificate Profile).

authorityKeyIdentifier

To optimize building the correct credential chain, the non-critical Authority Key Identifier extension shall be populated with a unique value as recommended by RFC 5280 and shall be included in all Device Certificates. The Device Certificate shall contain a authorityKeyIdentifier in the form [0] KeyIdentifier.

subjectKeyIdentifier

The Subject Key Identifier extension should be included and marked as non-critical in the Device Certificate. The Device Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length.

validity

The time period over which the Issuing DCA expects the Device Certificate to be valid. The validity period is the period of time from notBefore through notAfter, inclusive.

Device Certificate are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Device Certificate are expected to accept this value indefinitely.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time a Device Certificate may be used. This shall be the time the Device Certificate is created.

notAfter

The latest time a Device Certificate is expected to be used. Device Certificate are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Device Certificate are expected to accept this value indefinitely.

subject

This field must be EMPTY.

subjectAltName

The non-critical subjectAltName extension shall contain a single GeneralName of type OtherName that is further sub-typed as a HardwareModuleName (id-on-HardwareModuleName) as defined in RFC 4108. The hwSerialNum field shall be set to the Device ID.

subjectPublicKeyInfo

The Device Certificate subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

```
id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2)
us(840) ansi-X9-62(10045) keyType(2) 1 }
```

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Device Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
    namedCurve         OBJECT IDENTIFIER
    -- implicitCurve   NULL
```

```
        -- specifiedCurve  SpecifiedECDomain

    }
```

Only the following field in ECParameters shall be used:

- o namedCurve - identifies all the required values for a particular set of elliptic curve domain parameters to be represented by an object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier for the curve choice to be used in Device Certificate is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Issuing DCA signature algorithm used to sign this Device Certificate is as defined under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Issuing DCA's signature of the Device Certificate is computed using the Issuing DCA's private 256-bit ECC Device Certificate signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Device Certificates shall be signed by the Issuing DCA using the ECDSA algorithm identified under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Device Certificates MUST contain the extensions described below. They SHOULD NOT contain any additional extensions:

- certificatePolicy: critical; (applicable Device Certificate Policy OID).
- subjectAlternativeName: critical; one GeneralName of type OtherName of hardwareModuleName.
- keyUsage: critical; either keyAgreement or digitalSignature.
- authorityKeyIdentifier.
- subjectKeyIdentifier.

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-body(2) us(840) ansi-X9-62(10045) signatures(4) ecdsa-with-sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Device Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

Root DCA Certificate Profile

Field Name	RFC 5759/5280 Type	Value	Reference
Version	Integer	V3	
serialNumber	Integer	Positive Integer of up to 16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Root DCA of up to 4 Octets	
subjectKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
notBefore	Time	Creation time of the Certificate	
notAfter	Time	shall be assigned the GeneralizedTime value	

		of 99991231235959Z	
Subject	Name	Globally unique name of Root DCA of up to 4 Octets (same as Issuer name)	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
Extensions	Extensions	Critical and non-critical extensions	
signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	
signatureValue	BIT STRING	Subject Certificate signature	

These certificates are the root of trust for the Devices SMKI.

Version

The version of the X.509 Certificate. Valid Certificates shall identify themselves as version 3.

serialNumber

Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Certificate, and shall be created by the DCA Certificate that signs the Certificate (self-signed by Root DCA). The serialNumber shall be unique in the scope of Certificates signed by the DCA Certificate.

Signature

The identity of the signature algorithm used to sign the Certificate. The field is identical to the value of the Root DCA Certificate's 'signatureAlgorithm' field explained further under the next '**Signature Method (ECDSA)**' heading below.

Issuer

The name of the signer of the Certificate. This will be the gloablly unique name of the Root DCA~~.~~ of up to 4 Octets. This will be the same as the SubjectName as it is self-signed by the Root DCA.

The issued credentials contain the subjectKeyIdentifier extension. Adding subjectKeyIdentifer facilitates certificate path building, which is necessary to validate credentials.

subjectKeyIdentifier

The Subject Key Identifier extension should be included and marked as non-critical in the Certificate. The Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length.

validity

The time period over which the issuer expects the Certificate to be valid for. The validity period is the period of time from notBefore through notAfter, inclusive.

Root DCA certificates are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Root DCA certificate are expected to accept this value indefinitely.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time a Certificate may be used. This shall be the time the Certificate is created.

notAfter

The latest time a Certificate is expected to be used. Certificates are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Certificate are expected to accept this value indefinitely.

subject

This field must be populated with the globally unique name of the Root DCA of up to 4 Octets.

subjectPublicKeyInfo

The Certificate's subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2) us(840) ansi-X9-62(10045) keyType(2) 1 }

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
     namedCurve         OBJECT IDENTIFIER
     -- implicitCurve   NULL
     -- specifiedCurve  SpecifiedECDomain
   }
```

Only the following field in ECParameters shall be used:

o namedCurve - identifies all the required values for a particular

set of elliptic curve domain parameters to be represented by an

object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier fo the curve choice to be used in DCA Certificates is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Root DCA signature algorithm used to sign this Certificate as defined under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Root DCA's signature of the Certificate is computed using the Root DCA's private 256-bit ECC Device Certificate signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Device Certificates shall be signed by the Issuing DCA using the ECDSA algorithm identified under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Certificates MUST contain the extensions described below and MUST have the name form as described. They SHOULD NOT contain any additional extensions:

Extensions

- certificatePolicy: critical; 1:anyPolicy
- keyUsage: critical; keyCertSign, crlSign
- basicConstraints: critical; cA=true, pathLen absent (unlimited)
- subjectKeyIdentifer

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-
body(2) us(840) ansi-X9-62(10045) signatures(4) ecdsa-with-
sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

Issuing DCA Certificate Profile

Field Name	RFC 5759/5280 Type	Value	Reference
version	Integer	V3	
serialNumber	Integer	Positive Integer of up to 16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Root DCA of up to 4 Octets (as defined in the Root DCA Certificate Profile)	
subjectKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
authorityKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
notBefore	Time	Creation time of the certificate	

notAfter	Time	shall be assigned the GeneralizedTime value of 99991231235959Z	
Subject	Name	Globally unique name of Issuing DCA of up to 4 Octets	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
Extensions	Extensions	Critical and non-critical extensions	
signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	
signatureValue	BIT STRING	Subject certificate signature	

Version

The version of the X.509 Certificate. Valid Certificates shall identify themselves as version 3.

serialNumber

Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Certificate, and shall be created by the Issuing DCA that signs the Certificate. The serialNumber shall be unique in the scope of Certificates signed by the Root DCA.

Signature

The identity of the signature algorithm used to sign the Certificate. The field is identical to the value of the Issuing DCA Certificate's 'signatureAlgorithm' field explained further under the next '**signatureAlgorithm**' heading below.

~~issuer~~

Issuer

The name of the signer of the Certificate. This will be the gloablly unique name of the Root DCA~~.~~ of up to 4 Octets (as defined in the Root DCA Certificate Profile).

subjectKeyIdentifier

The Subject Key Identifier extension should be included and marked as non-critical in the Certificate. The Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length.

authorityKeyIdentifier

To optimize building the correct credential chain, the non-critical Authority Key Identifier extension shall be populated with a unique value as recommended by RFC 5280 and shall be included in all device Certificates. The Certificates shall contain a authorityKeyIdentifier in the form [0] KeyIdentifier.

validity

The time period over which the issuer expects the Certificate to be valid for. The validity period is the period of time from notBefore through notAfter, inclusive.

Issuing DCA certificates are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Issuing DCA certificate are expected to accept this value indefinitely.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time a Certificate may be used. This shall be the time the Certificate is created.

notAfter

The latest time a Certificate is expected to be used. Certificates are expected to operate indefinitely into the future and should use the value 99991231235959Z. Solutions verifying a Certificate are expected to accept this value indefinitely.

subject

This field must be populated with the globally unique name of the Issuing DCA of up to 4 Octets.

subjectPublicKeyInfo

The Certificate's subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

```
id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2)
us(840) ansi-X9-62(10045) keyType(2) 1 }
```

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
    namedCurve         OBJECT IDENTIFIER
    -- implicitCurve   NULL
    -- specifiedCurve  SpecifiedECDomain
  }
```

Only the following field in ECParameters shall be used:

o namedCurve - identifies all the required values for a particular

set of elliptic curve domain parameters to be represented by an

object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier fo the curve choice to be used in Certificates is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Root DCA signature algorithm used to sign this Certificate as defined under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Root DCA's signature of the Certificate is computed using the Root DCA's private signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Certificates shall be signed by the Root DCA using the ECDSA algorithm identified under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Issuing-CA certificates must contain the extensions described below and MUST have the name form as described. They SHOULD NOT contain any additional extensions:

- certificatePolicy: critical; 1:at least one policyIdentifier in the certificatePolicies extension that refers to the OID(s) valid for usage in the GBSM environments
- keyUsage: critical; keyCertSign, crlSign
- basicConstraints: critical; cA=true, pathLen=0
- subjectKeyIdentifer
- authorityKeyIdentifier

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-
body(2) us(840) ansi-X9-62(10045) signatures(4) ecdsa-with-
sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

APPENDIX B – SMKI ORGANISATION CERTIFICATE POLICY

CONTENTS

1 INTRODUCTION

The document comprising this Appendix B (together with its Annexes A and B):

- shall be known as the "**SMKI Organisation Certificate Policy**" (and in this document is referred to simply as the "**Policy**"),
- is a SEC Subsidiary Document related to Section L9 of the Code (The SMKI Document Set).

1.1 OVERVIEW

(A) This Policy sets out the arrangements relating to:

(i) Organisation Certificates; and

(ii) OCA Certificates.

(B) This Policy is structured according to the guidelines provided by IETF RFC 3647, with appropriate extensions, modifications and deletions.

1.2 DOCUMENT NAME AND IDENTIFICATION

(A) This Policy has been registered with the Internet Address Naming Authority and assigned an OID of 1.2.826.0.1. 8641679.1.2.1.1.

1.3 SMKI PARTICIPANTS

1.3.1 The Organisation Certification Authority

(A) The definition of Organisation Certification Authority is set out in Annex A.

1.3.2 Registration Authorities

(A) The definition of Registration Authority is set out in Annex A.

1.3.3 Subscribers

(A) In accordance with Section L3 of the Code (The SMKI Services), certain Parties may become Authorised Subscribers.

(B) In accordance with Section L3 of the Code (The SMKI Services), an Authorised Subscriber shall be an Eligible Subscriber in relation to certain Certificates.

(C) The SMKI RAPP sets out the procedure to be followed by an Eligible Subscriber in order to become a Subscriber for one or more Certificates.

(D) Eligible Subscribers are subject to the applicable requirements of the SMKI RAPP and Section L11 of the Code (Subscriber Obligations).

(E) Obligations on the DCC acting in the capacity of an Eligible Subscriber are set out in Section L11 of the Code (Subscriber Obligations).

(F) The definitions of the following terms are set out in Section A of the Code (Definitions and Interpretation):

(i) Authorised Subscriber;

(ii) Eligible Subscriber;

(iii) Subscriber.

1.3.4 Subjects

(A) The Subject of an Organisation Certificate must be an Organisation and be identified in the 'Subject' field of the Organisation Certificate Profile in accordance with Annex B.

(B) The Subject of an OCA Certificate must be the entity named in the Subject field of the Root OCA Certificate Profile or Issuing OCA Certificate Profile (as the case may be) in accordance with Annex B.

(C) The definition of Subject is set out in Annex A.

1.3.5 Relying Parties

(A) In accordance with Section L12 of the Code, certain Parties may be Relying Parties.

(B) Relying Parties are subject to the applicable requirements of Section L12 of

the Code (Relying Party Obligations).

(C) Obligations on the DCC acting in the capacity of a Relying Party are set out in Section L12 of the Code (Relying Party Obligations).

(D) The definition of Relying Party is set out in Annex A.

1.3.6 SMKI Policy Management Authority

(A) Provision in relation to the SMKI PMA is made in Section L1 of the Code (SMKI Policy Management Authority).

1.3.7 SMKI Repository Provider

(A) Provision in relation to the SMKI Repository Service is made in Section L5 of the Code (The SMKI Repository Service).

1.4 USAGE OF ORGANISATION CERTIFICATES AND OCA CERTIFICATES

1.4.1 Appropriate Certificate Uses

(A) The OCA shall ensure that Organisation Certificates are Issued only:

(i) to Eligible Subscribers; and

(ii) for the purposes of the creation, sending, receipt and processing of communications to and from Organisations in accordance with or pursuant to the Code.

(B) The OCA shall ensure that OCA Certificates are Issued only to the OCA:

(i) in its capacity as, and for the purposes of exercising the functions of, the Root OCA; and

(ii) in its capacity as, and for the purposes of exercising the functions of, the Issuing OCA.

(C) Further provision in relation to the use of Certificates is made in Section L11 (Subscriber Obligations) and Section L12 (Relying Party Obligations) of the Code.

1.4.2 Prohibited Certificate Uses

(A) No Party shall use a Certificate other than for the purposes specified in Part 1.4.1 of this Policy.

1.5 POLICY ADMINISTRATION

1.5.1 Organisation Administering the Document

(A) This Policy is a SEC Subsidiary Document and is administered as such in accordance with the provisions of the Code.

1.5.2 Contact Person

(A) Questions in relation to the content of this Policy should be addressed to the OCA or the SMKI PMA.

1.5.3 Person Determining Organisation CPS Suitability for the Policy

(A) Provision is made in Section L9 of the Code (The SMKI Document Set) for the SMKI PMA to approve the Organisation CPS.

1.5.4 Organisation CPS Approval Procedures

(A) Provision is made in Section L9 of the Code (The SMKI Document Set) for the procedure by which the SMKI PMA may approve the Organisation CPS.

1.5.5 Registration Authority Policies and Procedures

(A) The Registration Authority Policies and Procedures (the **SMKI RAPP**) are set out at Appendix D of the Code.

1.6 DEFINITIONS AND ACRONYMS

1.6.1 Definitions

(A) Definitions of the expressions used in this Policy are set out in Section A of the Code (Definitions and Interpretation) and Annex A.

1.6.2 Acronyms

(A) Any acronyms used for the purposes of this Policy are set out in Section A of the Code (Definitions and Interpretation) and Annex A.

2 PUBLICATION AND REPOSITORY RESPONSIBILITIES

2.1 REPOSITORIES

(A) Provision is made in Section L5 of the Code (The SMKI Repository Service) for the establishment, operation and maintenance of the SMKI Repository.

2.2 PUBLICATION OF CERTIFICATION INFORMATION

(A) The OCA shall lodge copies of the following in the SMKI Repository:

(i) each Organisation Certificate that has been accepted by a Subscriber;

(ii) each OCA Certificate;

(iii) each version of the SMKI RAPP;

(iv) each version of the Recovery Procedure;

(v) ~~each~~the latest version of the Organisation CRL;

(vi) ~~each~~the latest version of the Organisation ARL; and

(vii) any other document or information that may from time to time be specified, for the purposes of this provision, by the SMKI PMA.

(B) The OCA may lodge in the SMKI Repository such other documents or information as it may from time to time consider appropriate.

(C) Further provision on the lodging of documents and information in the SMKI Repository is made in Section L5 of the Code (The SMKI Repository Service).

2.3 TIME OR FREQUENCY OF PUBLICATION

(A) The OCA shall ensure that:

(i) each Organisation Certificate is lodged in the SMKI Repository promptly on its acceptance by a Subscriber;

(ii) each OCA Certificate is lodged to the SMKI Repository promptly on

being Issued;

(iii) the SMKI RAPP is lodged in the SMKI Repository, and a revised version of the SMKI RAPP is lodged in the SMKI Repository promptly following each modification to it made in accordance with the Code;

(iv) the Recovery Procedure is lodged in the SMKI Repository, and a revised version of Recovery Procedure is lodged in the SMKI Repository promptly following each modification to it made in accordance with the Code;

(v) the Organisation CRL is lodged in the SMKI Repository, and a revised version of the Organisation CRL is lodged in the SMKI Repository within such time as is specified in Part 4.9.7 of this Policy;

(vi) the Organisation ARL is lodged in the SMKI Repository, and a revised version of the Organisation ARL is lodged in the SMKI Repository within such time as is specified in Part 4.9.7 of this Policy; and

(vii) any other document that may from time to time be specified by the SMKI PMA is lodged in the SMKI Repository within such time as may be directed by the SMKI PMA.

2.4 ACCESS CONTROLS ON REPOSITORIES

(A) Provision in relation to access controls for the SMKI Repository is made in Section L5 of the Code (The SMKI Repository Service).

3 IDENTIFICATION AND AUTHENTICATION

3.1 NAMING

3.1.1 Types of Names

(A) Provision is made in the SMKI RAPP to ensure that the name of the entity that is the Subject of each Certificate is in accordance with the relevant Certificate Profile at Annex B.

3.1.2 Need for Names to be Meaningful

(A) Provision is made in the SMKI RAPP to ensure that the name of the Subject of each OCA Certificate is meaningful and consistent with the relevant Certificate Profile in Annex B.

3.1.3 Anonymity or Pseudonymity of Subscribers

(A) Provision is made in the SMKI RAPP to:

(i) prohibit Eligible Subscribers from requesting the Issue of a Certificate anonymously or by means of a pseudonym; and

(ii) permit the OCA to Authenticate each Eligible Subscriber.

3.1.4 Rules for Interpreting Various Name Forms

(A) Provision in relation to name forms is made in Annex B.

3.1.5 Uniqueness of Names

(A) Provision in relation to the uniqueness of names is made in Annex B.

3.1.6 Recognition, Authentication, and Role of Trademarks

(A) Provision in relation to the use of trademarks, trade names and other restricted information in Certificates is made in Section L11 of the Code (Subscriber Obligations).

3.2 INITIAL IDENTITY VALIDATION

3.2.1 Method to Prove Possession of Private Key

(A) Provision is made in the SMKI RAPP in relation to:

(i) the procedure to be followed by an Eligible Subscriber in order to prove its possession of the Private Key which is associated with the Public Key to be contained in any Certificate that is the subject of a Certificate Signing Request; and

(ii) the procedure established for this purpose is in accordance with the procedure in PKCS#10 or an equivalent cryptographic mechanism.

3.2.2 Authentication of Organisation Identity

(A) Provision is made in the SMKI RAPP in relation to the:

(i) procedure to be followed by a Party in order to become an Authorised Subscriber;

(ii) criteria in accordance with which the OCA will determine whether a Party is entitled to become an Authorised Subscriber; and

(iii) requirement that the Party shall be Authenticated by the OCA for that purpose.

(B) Provision is made in the SMKI RAPP to ensure that each Eligible Subscriber has an Organisation ID that is EUI-64 Compliant in respect of which the Organisation Unique Identifier is that of the Subject.

(C) Provision is made in the SMKI RAPP for the purpose of ensuring that the criteria in accordance with which the OCA shall Authenticate a Party shall be set to Level 3 pursuant to GPG 46 (Organisation Identity, v1.0, October 2013), or to such equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

3.2.3 Authentication of Individual Identity

(A) Provision is made in the SMKI RAPP in relation to the Authentication of persons engaged by Authorised Subscribers, which provides for all such persons to have their identity and authorisation verified to Level 3 (Verified) pursuant to the CESG GPG43 RSDOPS framework, or to such

equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

3.2.4 Non-verified Subscriber Information

(A) The OCA shall verify all information in relation to Certificates.

(B) Further provision on the content of OCA Certificates is made in Section L11 of the Code (Subscriber Obligations).

3.2.5 Validation of Authority

See Part 3.2.2 of this Policy.

3.2.6 Criteria for Interoperation

[*Not applicable in this Policy*]

3.3 IDENTIFICATION AND AUTHENTICATION FOR RE-KEY REQUESTS

3.3.1 Identification and Authentication for Routine Re-Key

(A) This Policy does not support Certificate Re-Key.

(B) The OCA shall not provide a Certificate Re-Key service.

3.3.2 Identification and Authentication for Re-Key after Revocation

[*Not applicable in this Policy*]

3.4 IDENTIFICATION AND AUTHENTICATION FOR REVOCATION REQUEST

3.4.1 Authentication for Certificate Revocation Requests

(A) Provision is made in the SMKI RAPP in relation to procedures designed to ensure the Authentication of persons who submit a Certificate Revocation Request and verify that they are authorised to submit that request.

4 CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS

4.1 CERTIFICATE APPLICATION

4.1.1 Submission of Certificate Applications

(A) Provision is made in the SMKI RAPP in relation to:

(i) in respect of an Organisation Certificate:

(a) the circumstances in which an Eligible Subscriber may submit a Certificate Signing Request; and

(b) the means by which it may do so, including through the use of an authorised System; and

(ii) in respect of an OCA Certificate, the procedure to be followed by an Eligible Subscriber in order to obtain an OCA Certificate.

4.1.2 Enrolment Process and Responsibilities

(A) Provision is made in the SMKI RAPP in relation to the:

(i) establishment of an enrolment process in respect of organisations, individuals, Systems and Devices in order to Authenticate them and verify that they are authorised to act on behalf of an Eligible Subscriber in its capacity as such; and

(ii) maintenance by the OCA of a list of organisations, individuals, Systems and Devices enrolled in accordance with that process.

4.1.3 Enrolment Process for the Registration Authority and its Representatives

(A) Provision is made in the SMKI RAPP in relation to the establishment of an enrolment process in respect of OCA Personnel and OCA Systems:

(i) in order to Authenticate them and verify that they are authorised to act on behalf of the OCA in its capacity as the Registration Authority; and

(ii) including in particular, for that purpose, provision:

(a) for the face-to-face Authentication of all Registration Authority Personnel by a Registration Authority Manager; and

(b) for all Registration Authority Personnel to have their identify and authorisation verified to Level 3 (Verified) pursuant to the CESG GPG43 RSDOPS framework, or to such equivalent level within a comparable authentication framework as may be agreed by the SMKI PMA.

4.2 CERTIFICATE APPLICATION PROCESSING

4.2.1 Performing Identification and Authentication Functions

(A) Provision is made in the SMKI RAPP in relation to the Authentication by the OCA of Eligible Subscribers which submit a Certificate Signing Request.

4.2.2 Approval or Rejection of Certificate Applications

(A) Where any Certificate Signing Request fails to satisfy the requirements set out in the SMKI RAPP, this Policy or any other provision of the Code, the OCA:

(i) shall reject it and refuse to Issue the Certificate which was the subject of the Certificate Signing Request; and

(ii) may give notice to the Party which made the Certificate Signing Request of the reasons for its rejection.

(B) Where any Certificate Signing Request satisfies the requirements set out in the SMKI RAPP, this Policy or any other provision of the Code, the OCA shall Issue the Certificate which was the subject of the Certificate Signing Request.

4.2.3 Time to Process Certificate Applications

(A) Provision in relation to the performance of the SMKI Services by the OCA is made in Section L8 of the Code (SMKI Performance Standards and Demand Management).

4.3 CERTIFICATE ISSUANCE

4.3.1 OCA Actions during Certificate Issuance

(A) The OCA may Issue a Certificate only:

(i) in accordance with the provisions of this Policy and the SMKI RAPP; and

(ii) in response to a Certificate Signing Request made by an Eligible Subscriber in accordance with the SMKI RAPP.

(B) The OCA shall ensure that:

(i) each OCA Certificate Issued by it contains information that it has verified to be correct and complete; and

(ii) each Organisation Certificate Issued by it contains information consistent with the information in the Certificate Signing Request.

(C) An OCA Certificate may only be:

(i) Issued by the OCA; and

(ii) for that purpose, signed using the Root OCA Private Key.

(D) An Organisation Certificate may only be:

(i) Issued by the OCA; and

(ii) for that purpose, signed using an Issuing OCA Private Key.

(E) The OCA shall not Issue:

(i) an Issuing OCA Certificate using a Root OCA Private Key after the expiry of the Validity Period of a Root OCA Certificate containing the Public Key associated with that Private Key; ~~or~~

(ii) an Organisation Certificate using an Issuing OCA Private Key after the expiry of the Validity Period of an Issuing OCA Certificate containing the Public Key associated with that Private Key~~.~~; or

(iii) any Certificate containing a Public Key if that Public Key is the same as that contained in any other Certificate that was previously Issued by the OCA.

4.3.2 Notification to Eligible Subscriber by the OCA of Issuance of Certificate

(A) Provision is made in the SMKI RAPP for the OCA to notify an Eligible Subscriber where that Eligible Subscriber is Issued with a Certificate which was the subject of a Certificate Signing Request made by it.

4.4 CERTIFICATE ACCEPTANCE

4.4.1 Conduct Constituting Certificate Acceptance

(A) Provision is made in the SMKI RAPP to:

(i) specify a means by which an Eligible Subscriber may clearly indicate to the OCA its ~~acceptance~~rejection of a Certificate which has been Issued to it; and

(ii) ensure that each Eligible Subscriber to which a Certificate has been Issued ~~indicates its acceptance of~~, and which has not rejected it, is treated as having accepted that Certificate ~~in accordance with the specified means of doing so~~.

(B) A Certificate which has been Issued by the OCA shall not be treated as valid for any purposes of this Policy or the Code until it is treated as having been accepted by the Eligible Subscriber to which it was Issued.

(C) The OCA shall maintain a record of all Certificates which have been Issued by it and are treated as accepted by a Subscriber.

(D) Further provision in relation to the rejection and acceptance of Certificates is made in Section L11 of the Code (Subscriber Obligations).

4.4.2 Publication of Certificates by the OCA

(A) Provision in relation to the publication of Certificates is made in Part 2 of this Policy (Publication and Repository Responsibilities) and Section L5 of

the Code (The SMKI Repository Service).

4.4.3 Notification of Certificate Issuance by the OCA to Other Entities

(A) The OCA shall give notice of the Issue of a Certificate only to the Eligible Subscriber which submitted a Certificate Signing Request in respect of that Certificate.

4.5 KEY PAIR AND CERTIFICATE USAGE

4.5.1 Subscriber Private Key and Certificate Usage

(A) Provision for restrictions on the use by Subscribers of Private Keys in respect of Certificates is made in:

(i) Section L11 of the Code (Subscriber Obligations); and

(ii) this Policy.

4.5.2 Relying Party Public Key and Certificate Usage

(A) Provision in relation to reliance that may be placed on a Certificate is made in Section L12 of the Code (Relying Party Obligations).

4.6 CERTIFICATE RENEWAL

4.6.1 Circumstances of Certificate Renewal

(A) This Policy does not support the renewal of Certificates

(B) The OCA may only replace, and shall not renew, any Certificate.

4.6.2 Circumstances of Certificate Replacement

(A) Where any OCA System or any OCA Private Key is (or is suspected by the OCA of being) Compromised, the OCA shall:

(i) immediately notify the SMKI PMA;

(ii) provide the SMKI PMA with all of the information known to it in relation to the nature and circumstances of the event of Compromise or suspected Compromise; and

(iii) where the Compromise or suspected Compromise relates to an OCA Private Key:

(a) ensure that the Private Key is no longer used;

(b) promptly notify each of the Subscribers for any Organisation Certificates Issued using that Private Key; and

(c) promptly both notify the SMKI PMA and, subject to the provisions of the Recovery Procedure, verifiably destroy the OCA Private Key Material.

(B) Where the OCA Root Private Key is Compromised (or is suspected by the OCA of being Compromised), the OCA:

(i) may issue a replacement for any OCA Certificate that has been Issued using that Private Key; and

(ii) shall ensure that the Subscriber for that OCA Certificate applies for the Issue of a new Certificate in accordance with this Policy.

(C) A Subscriber for an Organisation Certificate may request a replacement for that Certificate at any time by applying for the Issue of a new Organisation Certificate in accordance with this Policy.

4.6.3 Who May Request a Replacement Certificate

See Part 4.1 of this Policy.

4.6.4 Processing Replacement Certificate Requests

See Part 4.2 of this Policy

4.6.5 Notification of Replacement Certificate Issuance to a Subscriber

See Part 4.3.2 of this Policy.

4.6.6 Conduct Constituting Acceptance of a Replacement Certificate

See Part 4.4.1 of this Policy.

4.6.7 Publication of a Replacement Certificate by the OCA

See Part 4.4.2 of this Policy.

4.6.8 Notification of Certificate Issuance by the OCA to Other Entities

See Part 4.4.3 of this Policy

4.7 CERTIFICATE RE-KEY

4.7.1 Circumstances for Certificate Re-Key

(A) This Policy does not support Certificate Re-Key.

(B) The OCA shall not provide a Certificate Re-Key service.

(C) Where a new Key Pair has been generated for use by the Subject of an Organisation Certificate, the Subscriber for a Certificate which is associated with the previous Key Pair shall apply for the Issue of a new Certificate in accordance with this Policy.

4.7.2 Who may Request Certification of a New Public Key

[*Not applicable in this Policy*]

4.7.3 Processing Certificate Re-Keying Requests

[*Not applicable in this Policy*]

4.7.4 Notification of New Certificate Issuance to Subscriber

[*Not applicable in this Policy*]

4.7.5 Conduct Constituting Acceptance of a Re-Keyed Certificate

[*Not applicable in this Policy*]

4.7.6 Publication of the Re-Keyed Certificate by the OCA

[*Not applicable in this Policy*]

4.7.7 Notification of Certificate Issuance by the OCA to Other Entities

[*Not applicable in this Policy*]

4.8 CERTIFICATE MODIFICATION

4.8.1 Circumstances for Certificate Modification

(A) This Policy does not support Certificate modification.

(B) Neither the OCA nor any Subscriber may modify a Certificate.

4.8.2 Who may request Certificate Modification

[*Not applicable in this Policy*]

4.8.3 Processing Certificate Modification Requests

[*Not applicable in this Policy*]

4.8.4 Notification of New Certificate Issuance to Subscriber

[*Not applicable in this Policy*]

4.8.5 Conduct Constituting Acceptance of Modified Certificate

[*Not applicable in this Policy*]

4.8.6 Publication of the Modified Certificate by the OCA

[*Not applicable in this Policy*]

4.8.7 Notification of Certificate Issuance by the OCA to Other Entities

[*Not applicable in this Policy*]

4.9 CERTIFICATE REVOCATION AND SUSPENSION

4.9.1 Circumstances for Revocation

(A) A Subscriber shall ensure that it submits a Certificate Revocation Request in relation to a Certificate:

(i) (subject to the provisions of the Recovery Procedure) immediately upon becoming aware that the Certificate has been Compromised, or

is suspected of having been Compromised, due to the Compromise of the Private Key associated with the Public Key contained within that Certificate; or

(ii) immediately upon ceasing to be an Eligible Subscriber in respect of that Certificate.

(B) The OCA must revoke a Certificate upon:

(i) receiving a Certificate Revocation Request if the Certificate to which that request relates has been Authenticated in accordance with Part 3.4.1 of this Policy; or

(ii) being directed to do so by the SMKI PMA.

(C) The OCA must revoke a Certificate in relation to which it has not received a Certificate Revocation Request:

(i) (subject to the provisions of the Recovery Procedure) where it becomes aware that the Certificate has been Compromised, or is suspected of having been Compromised, due to the Compromise of the Private Key associated with the Public Key contained within that Certificate; ~~or~~

(ii) where it has determined that the Subscriber for that Certificate does not continue to satisfy the criteria set out in this Policy and the SMKI RAPP for being an Authorised Subscriber;

~~(ii)~~(iii) where it becomes aware that the Subscriber for that Certificate has ceased to be an Eligible Subscriber in respect of the Certificate.

(D) In an extreme case, where it considers it necessary to do so for the purpose of preserving the integrity of the SMKI Services, the OCA may, on the receipt of a Certificate Revocation Request in relation to a Certificate which has not been Authenticated in accordance with Part 3.4.1 of this Policy, revoke that Certificate.

(E) Where the OCA revokes a Certificate in accordance with paragraph (D) it

shall notify the SMKI PMA and provide a statement of its reasons for the revocation.

4.9.2 Who can Request Revocation

(A) Any Subscriber may submit a Certificate Revocation Request in relation to a Certificate for which it is the Subscriber, and shall on doing so:

(i) provide all the information specified in the SMKI RAPP (including all the information necessary for the Authentication of the Certificate); and

(ii) specify its reason for submitting the Certificate Revocation Request (which shall be a reason consistent with Part 4.9.1(A) of this Policy).

(B) The SMKI PMA may direct the OCA to revoke a Certificate.

(C) The OCA may elect to revoke a Certificate in accordance with Part 4.9.1(D) of this Policy.

4.9.3 Procedure for Revocation Request

(A) Provision is made in the SMKI RAPP in relation to the procedure for submitting and processing a Certificate Revocation Request.

(B) On receiving a Certificate Revocation Request, the OCA shall use its reasonable endeavours to:

(i) Authenticate the Subscriber making that request;

(ii) Authenticate the Certificate to which the request relates; and

(iii) confirm that a reason for the request has been specified in accordance with Part 4.9.2 of this Policy.

(C) Where the OCA, in accordance with Part 4.9.1(C) of this Policy, intends to revoke a Certificate in relation to which it has not received a Certificate Revocation Request, it shall use its best endeavours prior to revocation to confirm with the Subscriber for that Certificate the circumstances giving rise to the revocation.

(D) The OCA shall inform the Subscriber for a Certificate where that Certificate has been revoked.

4.9.4 Revocation Request Grace Period

[*Not applicable in this Policy*]

4.9.5 Time within which OCA must process the Revocation Request

(A) The OCA shall ensure that it processes all Certificate Revocation Requests promptly, and in any event in accordance with such time as is specified in the SMKI RAPP.

4.9.6 Revocation Checking Requirements for Relying Parties

(A) Provision in relation to the revocation checking requirements for Relying Parties is made in Section L12 of the Code (Relying Party Obligations).

4.9.7 CRL Issuance Frequency (if applicable)

(A) The OCA shall ensure that an up to date version of the Organisation ARL is lodged in the SMKI Repository:

(i) at least once in every period of twelve months; and

(ii) promptly on the revocation of an OCA Certificate.

(B) Each version of the Organisation ARL shall be valid until the date which is 12 months after the date on which that version of the Organisation ARL is lodged in the SMKI Repository.

(C) Further provision in relation to the reliance that may be placed on the Organisation ARL (and on versions of it) is set out in Section L12 of the Code (Relying Party Obligations).

(D) The OCA shall ensure that an up to date version of the Organisation CRL is lodged in the SMKI Repository:

(i) at least once in every period of twelve hours; and

(ii) within one hour on the revocation of an Organisation Certificate.

(E) Each version of the Organisation CRL shall be valid until 48 hours from the time at which it is lodged in the SMKI Repository.

(F) Further provision ins relation to the reliance that may be placed on the Organisation CRL (and on versions of it) is set out in Section L12 of the Code (Relying Party Obligations).

(G) The OCA shall ensure that each up to date version of the Organisation ARL and Organisation CRL:

(i) continues to include each relevant revoked Certificate until such time as the Validity Period of that Certificate has expired; and

(ii) does not include any revoked Certificate after the Validity Period of that Certificate has expired.

(H) The OCA shall ensure that the Organisation CRL contains a non-critical entry extension which identifies the reason for the revocation of each Certificate listed on it in accordance with RFC 5280 (section 5.3.1).

(I) The OCA shall retain a copy of the information contained in all versions of the Organisation CRL and Organisation ARL, together with the dates and times between which each such version was valid. This information shall be made available as soon as is reasonably practicable, on receipt of a request, to the Panel, the SMKI PMA, any Subscriber or any Relying Party.

4.9.8 Maximum Latency for CRLs (if applicable)

See Part 4.9.7 of this Policy.

4.9.9 On-line Revocation/Status Checking Availability

(A) This Policy does not support on-line revocation status checking.

(B) The OCA shall not provide any on-line revocation status checking service.

4.9.10 On-line Revocation Checking Requirements

[*Not applicable in this Policy*]

4.9.11 Other Forms of Revocation Advertisements Available

[*Not applicable in this Policy*]

4.9.12 Special Requirements in the Event of Key Compromise

See Part 4.6.2 of this Policy.

4.9.13 Circumstances for Suspension

[*Not applicable in this Policy*]

4.9.14 Who can Request Suspension

[*Not applicable in this Policy*]

4.9.15 Procedure for Suspension Request

[*Not applicable in this Policy*]

4.9.16 Limits on Suspension Period

[*Not applicable in this Policy*]

4.10 CERTIFICATE STATUS SERVICES

4.10.1 Operational Characteristics

[*Not applicable in this Policy*]

4.10.2 Service Availability

(A) In circumstances in which:

(i) an up to date version of the Organisation ARL has not been lodged in the SMKI Repository in accordance with Part 4.9.7(A) of this Policy; or

(ii) the SMKI Repository Service is unavailable,

a Relying Party shall be entitled to rely on the Organisation ARL for the period during which it remains valid in accordance with the provisions of

Part 4.9.7(B) of this Policy, but thereafter shall not rely on any Certificate.

(B) In circumstances in which:

(i) an up to date version of the Organisation CRL has not been lodged in the SMKI Repository in accordance with Part 4.9.7(C) of this Policy; or

(ii) the SMKI Repository Service is unavailable,

a Relying Party shall be entitled to rely on the Organisation CRL for the period during which it remains valid in accordance with the provisions of Part 4.9.7(D) of this Policy, but thereafter shall not rely on any Organisation Certificate.

4.10.3 Optional Features

[*Not applicable in this Policy*]

4.11 END OF SUBSCRIPTION

[*Not applicable in this Policy*]

4.12 KEY ESCROW AND RECOVERY

4.12.1 Key Escrow and Recovery Policies and Practices

(A) This Policy does not support Key Escrow.

(B) The OCA shall not provide any Key Escrow service.

4.12.2 Session Key Encapsulation and Recovery Policy and Practices

[*Not applicable in this Policy*]

5 FACILITY, MANAGEMENT AND OPERATIONAL CONTROLS

5.1 PHYSICAL CONTROLS

5.1.1 Site Location and Construction

(A) The OCA shall ensure that the OCA Systems are operated in a sufficiently secure environment, which shall at least satisfy the requirements set out at Section G2 (System Security: Obligations on the DCC) and Section G5 (Information Security: Obligations on the DCC and Users) of the Code.

(B) The OCA shall ensure that:

(i) all of the physical locations in which the OCA Systems are situated, operated, routed or directly accessed are in the United Kingdom;

(ii) all bespoke Security Related Functionality is developed, specified, designed, built and tested only within the United Kingdom; and

(iii) all Security Related Functionality is integrated, configured, tested in situ, implemented, operated and maintained only within the United Kingdom.

(C) The OCA shall ensure that the OCA Systems cannot be indirectly accessed from any location outside the United Kingdom.

(D) The OCA shall ensure that the Organisation CPS incorporates provisions designed to ensure that all physical locations in which the manufacture of Certificates and Time-Stamping take place are at all times manually or electronically monitored for unauthorised intrusion in accordance with:

(i) CESG Good Practice Guide 13:2012 (Protective Monitoring); or

(ii) any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time.

(E) The OCA shall ensure that the Organisation CPS incorporates provisions designed to ensure that all PINs, pass-phrases and passwords used for the purposes of carrying out the functions of the OCA are stored in secure

containers accessible only to appropriately authorised individuals.

(F) The OCA shall ensure that the OCA Systems are Separated from any DCA Systems, save that any Systems used for the purposes of the Registration Authority functions of the OCA and DCA shall not require to be Separated.

5.1.2 Physical Access

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to access control, including in particular provisions designed to:

(i) establish controls such that only appropriately authorised personnel may have unescorted physical access to OCA Systems or any System used for the purposes of Time-Stamping;

(ii) ensure that any unauthorised personnel may have physical access to such Systems only if appropriately authorised and supervised;

(iii) ensure that a site access log is both maintained and periodically inspected for all locations at which such Systems are sited; and

(iv) ensure that all removable media which contain sensitive plain text Data and are kept at such locations are stored in secure containers accessible only to appropriately authorised individuals.

5.1.3 Power and Air Conditioning

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to power and air conditioning at all physical locations in which the OCA Systems are situated.

5.1.4 Water Exposure

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to water exposure at all physical locations in which the OCA Systems are situated.

5.1.5 Fire Prevention and Protection

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in

relation to fire prevention and protection at all physical locations in which the OCA Systems are situated.

5.1.6 Media Storage

(A) The OCA shall ensure that the Organisation CPS incorporates provisions designed to ensure that appropriate controls are placed on all media used for the storage of Data held by it for the purposes of carrying out its functions as the OCA.

5.1.7 Waste Disposal

(A) The OCA shall ensure that all media used to store Data held by it for the purposes of carrying out its functions as the OCA are disposed of only using secure methods of disposal in accordance with:

(i) Information Assurance Standard No. 5:2011 (Secure Sanitisation); or

(ii) any equivalent to that Information Assurance Standard which updates or replaces it from time to time.

5.1.8 Off-Site Back-Up

(A) The OCA shall regularly carry out a Back-Up of:

(i) all Data held on the OCA Systems which are critical to the operation of those Systems or continuity in the provision of the SMKI Services; and

(ii) all other sensitive Data.

(B) For the purposes of paragraph (A), the OCA shall ensure that the Organisation CPS incorporates provisions which identify the categories of critical and sensitive Data that are to be Backed-Up.

(C) The OCA shall ensure that Data which are Backed-Up in accordance with paragraph (A):

(i) are stored on media that are located in physically secure facilities in different locations to the sites at which the Data being Backed-Up are

ordinarily held;

(ii) are protected in accordance with the outcome of a risk assessment which is documented in the Organisation CPS, including when being transmitted for the purposes of Back-Up; and

(iii) to the extent to which they comprise OCA Private Key Material, are Backed-Up:

(a) using the proprietary Back-Up mechanisms specific to the relevant Cryptographic Module; and

(b) in a manner that is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(D) The OCA shall ensure that, where any elements of the OCA Systems, any Data held for the purposes of providing the SMKI Services, or any items of OCA equipment are removed from their primary location, they continue to be protected in accordance with the security standard appropriate to the primary location.

5.2 PROCEDURAL CONTROLS

5.2.1 Trusted Roles

(A) The OCA shall ensure that:

(i) no individual may carry out any activity which involves access to resources, or Data held on, the OCA Systems unless that individual has been expressly authorised to have such access;

(ii) each member of OCA Personnel has a clearly defined level of access to the OCA Systems and the premises in which they are located;

(iii) no individual member of OCA Personnel is capable, by acting alone, of engaging in any action by means of which the OCA Systems may be Compromised to a material extent; and

(iv) the Organisation CPS incorporates provisions designed to ensure that appropriate controls are in place for the purposes of compliance by the OCA with the requirements of this paragraph.

5.2.2 Number of Persons Required per Task

(A) The OCA shall ensure that the Organisation CPS incorporates provisions designed to establish:

(i) the appropriate separation of roles between the different members of OCA Personnel; and

(ii) the application of controls to the actions of all members of OCA Personnel who are Privileged Persons, in particular:

(a) identifying any controls designed to ensure that the involvement of more than one individual is required for the performance of certain functions; and

(b) providing that the revocation of any OCA Certificate is one such function.

(B) The OCA shall ensure that the Organisation CPS, as a minimum, makes provision for the purposes of paragraph (A) in relation to the following roles:

(i) OCA Systems administration;

(ii) OCA Systems operations;

(iii) OCA Systems security; and

(iv) OCA Systems auditing.

5.2.3 Identification and Authentication for Each Role

See Part 5.2.2 of this Policy.

5.2.4 Roles Requiring Separation of Duties

See Part 5.2.2 of this Policy.

5.3 PERSONNEL CONTROLS

5.3.1 Qualification, Experience and Clearance Requirements

(A) The OCA shall ensure that all OCA Personnel must:

(i) be appointed to their roles in writing;

(ii) be bound by contract to the terms and conditions relevant to their roles;

(iii) have received appropriate training with respect to their duties;

(iv) be bound by contract not to disclose any confidential, sensitive, personal or security-related Data except to the extent necessary for the performance of their duties or for the purposes of complying with any requirement of law; and

(v) in so far as can reasonably be ascertained by the OCA, not have been previously relieved of any past assignment (whether for the OCA or any other person) on the grounds of negligence or any other failure to perform a duty.

(B) The OCA shall ensure that all OCA Personnel have, as a minimum, passed a Security Check before commencing their roles.

5.3.2 Background Check Procedures

See Part 5.3.1 of this Policy.

5.3.3 Training Requirements

See Part 5.3.1 of this Policy.

5.3.4 Retraining Frequency and Requirements

(A) The OCA shall ensure that the Organisation CPS incorporates appropriate provisions relating to the frequency and content of retraining and refresher training to be undertaken by members of OCA Personnel.

5.3.5 Job Rotation Frequency and Sequence

(A) The OCA shall ensure that the Organisation CPS incorporates appropriate provisions relating to the frequency and sequence of job rotations to be undertaken by members of OCA Personnel.

5.3.6 Sanctions for Unauthorised Actions

(A) The OCA shall ensure that the Organisation CPS incorporates appropriate provisions relating to sanctions for unauthorised actions undertaken by members of OCA Personnel.

5.3.7 Independent Contractor Requirements

(A) In accordance with the provisions of the Code, references to the OCA in this Policy include references to persons with whom the OCA contracts in order to secure performance of its obligations as the OCA.

5.3.8 Documentation Supplied to Personnel

(A) The OCA shall ensure that all OCA Personnel are provided with access to all documents relevant to their roles or necessary for the performance of their duties, including in particular:

(i) this Policy;

(ii) the Organisation CPS; and

(iii) any supporting documentation, statutes, policies or contracts.

5.4 AUDIT LOGGING PROCEDURES

5.4.1 Types of Events Recorded

(A) The OCA shall ensure that:

(i) the OCA Systems record all systems activity in an audit log;

(ii) the Organisation CPS incorporates a comprehensive list of all events that are to be recorded in an audit log in relation to:

(a) the activities of OCA Personnel;

(b) the use of OCA equipment;

(c) the use of (including both authorised and unauthorised access, and attempted access to) any premises at which functions of the OCA are carried out;

(d) communications and activities that are related to the Issue of Certificates (in so far as not captured by the OCA Systems audit log); and

(iii) it records in an audit log all the events specified in paragraph (ii).

5.4.2 Frequency of Processing Log

(A) The OCA shall ensure that:

(i) the audit logging functionality in the OCA Systems is fully enabled at all times;

(ii) all OCA Systems activity recorded in the Audit Log is recorded in a standard format that is compliant with:

(a) British Standard BS 10008:2008 (Evidential Weight and Legal Admissibility of Electronic Information); or

(b) any equivalent to that British Standard which updates or replaces it from time to time; and

(iii) it monitors the OCA Systems in compliance with:

(a) CESG Good Practice Guide 13:2012 (Protective Monitoring); or

(b) any equivalent to that CESG Good Practice Guide which updates or replaces it from time to time;

(B) The OCA shall ensure that the Organisation CPS incorporates provisions which specify:

(i) how regularly information recorded in the Audit Log is to be

reviewed; and

(ii) what actions are to be taken by it in response to types of events recorded in the Audit Log.

(C) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to access to the Audit Log, providing in particular that:

(i) Data contained in the Audit Log must not be accessible other than on a read-only basis; and

(ii) access to those Data must be limited to those members of OCA Personnel who are performing a dedicated system audit role.

5.4.3 Retention Period for Audit Log

(A) The OCA shall:

(i) retain the Audit Log so that it incorporates, on any given date, a record of all system events occurring during a period of at least twelve months prior to that date; and

(ii) ensure that a copy of the Audit Log incorporating a record of all system events occurring prior to the beginning of that period is archived in accordance with the requirements of Part 5.5 of this Policy.

5.4.4 Protection of Audit Log

(A) The OCA shall ensure that:

(i) to the extent to which the Audit Log is retained electronically, the Data stored in it cannot be accessed other than on a read-only basis, and are protected from unauthorised viewing, modification and deletion in accordance with:

(a) British Standard BS 10008:2008 (Evidential Weight and Legal Admissibility of Electronic Information); or

(b) any equivalent to that British Standard which updates or

replaces it from time to time; and

(ii) to the extent to which the Audit Log is retained in non-electronic form, the Data stored in it are appropriately protected from unauthorised viewing, modification and destruction in order to ensure that their integrity is maintained for evidential purposes.

5.4.5 Audit Log Back-Up Procedures

(A) The OCA shall ensure that the Data contained in the Audit Log are Backed-Up (or, to the extent that the Audit Log is retained in non-electronic form, are copied):

(i) on a daily basis; or

(ii) if activity has taken place on the OCA Systems only infrequently, in accordance with the schedule for the regular Back-Up of the Data held on those Systems.

(B) The OCA shall ensure that all Data contained in the Audit Log which are Backed-Up are, during Back-Up:

(i) held in accordance with the outcome of a risk assessment which is documented in the Organisation CPS; and

(ii) protected to the same standard of protection as the primary copy of the Audit Log in accordance with Part 5.4.4 of this Policy.

5.4.6 Audit Collection System (Internal or External)

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to its system for collecting Data for the purpose of populating the Audit Log.

5.4.7 Notification to Event-Causing Subject

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to its notification of any person who is (or is responsible for any System which is) the direct cause of an event recorded in the Audit Log.

5.4.8 Vulnerability Assessments

(A) Provision is made in Sections G2.13 to G2.14 of the Code (Management of Vulnerabilities) in relation to the carrying out of vulnerability assessments in respect of the OCA Systems.

5.5 RECORDS ARCHIVAL

5.5.1 Types of Records Archived

(A) The OCA shall ensure that it archives:

(i) the Audit Log in accordance with Part 5.4.3 of this Policy;

(ii) its records of all Data submitted to it by Eligible Subscribers for the purposes of Certificate Signing Requests; and

(iii) any other Data specified in this Policy or the Code as requiring to be archived in accordance with this Part 5.5.

5.5.2 Retention Period for Archive

(A) The OCA shall ensure that all Data which are Archived are retained for a period of at least seven years from the date on which they were Archived.

5.5.3 Protection of Archive

(A) The OCA shall ensure that Data held in its Archive are:

(i) protected against any unauthorised access;

(ii) adequately protected against environmental threats such as temperature, humidity and magnetism; and

(iii) incapable of being modified or deleted.

5.5.4 Archive Back-Up Procedures

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to its procedures for the Back-Up of its Archive.

5.5.5 Requirements for Time-Stamping of Records

(A) Provision in relation to Time-Stamping is made in Part 6.8 of this Policy.

5.5.6 Archive Collection System (Internal or External)

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to its system for collecting Data for the purpose of populating the Archive.

5.5.7 Procedures to Obtain and Verify Archive Information

(A) The OCA shall ensure that:

(i) Data held in the Archive are stored in a readable format during their retention period; and

(ii) those Data remains accessible at all times during their retention period, including during any period of interruption, suspension or cessation of the OCA's operations.

(B) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to the periodic verification by the OCA of the Data held in the Archive.

5.6 KEY CHANGEOVER

5.6.1 Organisation Certificate Key Changeover

(A) The OCA shall Issue a new Organisation Certificate in relation to an Organisation where a new Certificate Signing Request is submitted by an Eligible Subscriber in accordance with the requirements of the SMKI RAPP and this Policy.

5.6.2 OCA Key Changeover

(A) Where the OCA ceases to use an OCA Private Key in accordance with the requirements of Part 4.3.1(E) of this Policy, it shall:

(i) either:

(a) verifiably destroy the OCA Private Key Material; or

(b) retain the OCA Private Key Material in such a manner that it is adequately protected against being put back into use;

(ii) not revoke the related OCA Public Key (which may continue to be used for the purpose of validating Digital Signatures generated using the OCA Private Key);

(iii) generate a new Key Pair;

(iv) ensure that any relevant Certificate subsequently Issued by it is Issued using the OCA Private Key from the newly-generated Key Pair:

(a) until the time determined in accordance with Part 4.3.1(E) of this Policy; and

(b) subject to the provisions of Part 5.7.1(C) of this Policy; and

(v) in its capacity as the Root OCA:

(a) Issue a new relevant OCA Certificate; and

(b) promptly lodge that OCA Certificate in the SMKI Repository.

(B) The OCA shall ensure that the actions taken by it in accordance with the requirements of paragraph (A) are managed so as to prevent any disruption to the provision of the SMKI Services.

5.6.3 Subscriber Key Changeover

(A) Where:

(i) a Certificate has been revoked in accordance with Part 4.9 of this Policy; and

(ii) the Subscriber for that Certificate submits to the OCA a Certificate Signing Request for the Issue of a replacement Certificate,

the OCA shall verify that the reasons for the revocation and replacement of the previous Certificate have been satisfactorily addressed, and may Issue a Certificate in accordance with the Certificate Signing Request only after it

has done so.

5.7 COMPROMISE AND DISASTER RECOVERY

5.7.1 Incident and Compromise Handling Procedures

(A) The OCA shall ensure that the Organisation CPS incorporates a business continuity plan which shall be designed to ensure:

(i) continuity in, or (where there has been unavoidable discontinuity) the recovery of, the provision of the SMKI Services in the event of any Compromise of the OCA Systems or major failure in the OCA processes; and

(ii) that priority is given to maintain continuity in, or to recovering the capacity for, the revocation of Certificates and the making available of an up to date Organisation ARL and Organisation CRL.

(B) The OCA shall ensure that the procedures set out in the business continuity plan are:

(i) compliant with ISO 22301 and ISO 27031 (or any equivalent to those standards which update or replace them from time to time); and

(ii) tested periodically, and in any event at least once in each year, in order to ensure that they are operationally effective.

(C) The OCA shall ensure that the Organisation CPS incorporates provisions setting out the approach to be taken by it in circumstances in which it suspects (or has reason to suspect) that any OCA Private Key or any part of the OCA Systems is Compromised.

5.7.2 Computing Resources, Software and/or Data are Corrupted

(A) The OCA shall ensure that the business continuity plan established in accordance with Part 5.7.1 of this Policy incorporates provisions setting out the steps to be taken in the event of any loss of or corruption to computing resources, software or Data.

5.7.3 Entity Private Key Compromise Procedures

See Part 5.7.1 of this Policy.

5.7.4 Business Continuity Capabilities after a Disaster

(A) The OCA shall ensure that the business continuity plan established in accordance with Part 5.7.1 of this Policy is designed to ensure the recovery of the provision of the SMKI Services within not more than 12 hours of the occurrence of any event causing discontinuity.

5.8 CERTIFICATION AUTHORITY AND REGISTRATION AUTHORITY TERMINATION

[*Not applicable in this Policy*]

6 TECHNICAL SECURITY CONTROLS

The OCA shall ensure that the Organisation CPS incorporates detailed provision in relation to the technical controls to be established and operated for the purposes of the exercise of its functions as the Root OCA, the Issuing OCA and the Registration Authority.

6.1 KEY PAIR GENERATION AND INSTALLATION

6.1.1 Key Pair Generation

(A) The OCA shall ensure that all ~~OCA Keys~~Key Pairs which it uses for the purposes of this Policy are generated:

(i) in a protected environment compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time);

(ii) using multi-person control, such that no single Privileged Person is capable of generating any ~~OCA~~such Key Pair; and

(iii) using random numbers ~~of~~which are such ~~length~~ as to make it computationally infeasible to regenerate ~~them~~those Key Pairs even with knowledge of when and by means of ~~which~~what equipment they were generated.

(B) The OCA shall not generate any Private Key or Public Key other than an OCA Key.

6.1.2 Private Key Delivery to Subscriber

(A) In accordance with Part 6.1.1(B), the OCA shall not generate any Private Key for delivery to a Subscriber.

6.1.3 Public Key Delivery to Certificate Issuer

(A) The OCA shall ensure that the Organisation CPS incorporates provisions:

(i) in relation to the mechanism by which Public Keys of Subscribers are delivered to it for the purpose of the exercise of its functions as the

Root OCA and Issuing OCA; and

(ii) ensuring that the mechanism uses a recognised standard protocol such as PKCS#10.

6.1.4 OCA Public Key Delivery to Relying Parties

(A) The OCA shall ensure that the Organisation CPS incorporates provisions:

(i) in relation to the manner by which each OCA Public Key is to be lodged in the SMKI Repository; and

(ii) designed to ensure that the OCA Public Keys are securely lodged in the SMKI Repository in such a manner as to guarantee that their integrity is maintained.

6.1.5 Key Sizes

(A) The OCA and every Subscriber shall ensure that all Private Keys and Public Keys which each of them may use for the purposes of this Policy are of the following size and characteristics:

(i) Elliptic Curve on the NIST P-256 curve in its uncompressed form, as defined in RFC5480 and as further set out in the GB Companion Specification; and

(ii) Digital Signature verification with Elliptic Curve Digital Signature Authentication using SHA256 and as further set out in the GB Companion Specification.

6.1.6 Public Key Parameters Generation and Quality Checking

(A) The OCA shall ensure that any Public Key used by it for the purposes of this Policy shall be of values and lengths that make the success of known attacks infeasible.

(B) Each Subscriber shall ensure that any Public Key used by it for the purposes of this Policy shall be of values and lengths that make the success of known attacks infeasible.

6.1.7 Key Usage Purposes (as per X.509 v3 Key Usage Field)

(A) The OCA shall ensure that each Certificate that is Issued by it has a 'keyUsage' field in accordance with RFC5759 and RFC5280.

(B) The OCA shall ensure that each Organisation Certificate that is Issued by it has a 'keyUsage' of either:

(i) 'digitalSignature'; or

(ii) 'keyAgreement'.

(C) The OCA shall ensure that each OCA Certificate that is Issued by it has a 'keyUsage' of either:

(i) 'keyCertSign'; or

(ii) 'CRLSign'.

(D) The OCA shall ensure that no 'keyUsage' values may be set in an Organisation Certificate or OCA Certificate other than in accordance with this Part 6.1.7.

6.2 PRIVATE KEY PROTECTION AND CRYPTOGRAPHIC MODULE ENGINEERING CONTROLS

6.2.1 Cryptographic Module Standards and Controls

(A) The OCA shall ensure that all OCA Private Keys shall be:

(i) protected to a high standard of assurance by physical and logical security controls; and

(ii) stored in and operated from within a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(B) The OCA shall ensure that all OCA Private Keys shall, where they affect the outcome of any Certificates Issued by it, be protected by, stored in and

operated from within a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(C) The OCA shall ensure that no OCA Private Key shall be made available in either complete or unencrypted form except in a Cryptographic Module which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

(D) The OCA shall ensure that any Cryptographic Module which is used for any purpose related to Certificate life-cycle management shall:

(i) operate so as to block access to itself following a number of failed consecutive attempts to access it using Activation Data, where that number shall be set out in the Organisation CPS; and

(ii) require to be unblocked by an authorised member of OCA Personnel who has been Authenticated as such following a process which shall be set out in the Organisation CPS.

6.2.2 Private Key (m out of n) Multi-Person Control

See Part 6.1.1 of this Policy.

6.2.3 Private Key Escrow

(A) This Policy does not support Key Escrow.

(B) The OCA shall not provide any Key Escrow service.

6.2.4 Private Key Back-Up

(A) The OCA may Back-Up OCA Private Keys insofar as:

(i) each Private Key is protected to a standard which is at least equivalent to that required in relation to the principal Private Key in accordance with this Policy; and

(ii) where more than one Private Key is Backed-Up within a single

security environment, each of the Private Keys which is Backed-Up within that environment must be protected to a standard which is at least equivalent to that required in relation to an Issuing OCA Private Key in accordance with this Policy.

6.2.5 Private Key Archival

(A) The OCA shall ensure that no OCA Key which is a Private Key is archived.

6.2.6 Private Key Transfer into or from a Cryptographic Module

(A) The OCA shall ensure that no OCA Private Key is transferred or copied other than:

(i) for the purposes of:

(a) Back-Up; or

(b) establishing an appropriate degree of resilience in relation to the provision of the SMKI Services;

(ii) in accordance with a level of protection which is compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time).

6.2.7 Private Key Storage on Cryptographic Module

See Part 6.2.1 of this Policy.

6.2.8 Method of Activating Private Key

(A) The OCA shall ensure that the Cryptographic Module in which any OCA Private Key is stored may be accessed only by an authorised member of OCA Personnel who has been Authenticated following an Authentication process which:

(i) has an appropriate level of strength to ensure the protection of the Private Key; and

(ii) involves the use of Activation Data.

6.2.9 Method of Deactivating Private Key

(A) The OCA shall ensure that any OCA Private Key shall be capable of being de-activated by means of the OCA Systems, at least by:

(i) the actions of:

(a) turning off the power;

(b) logging off;

(c) carrying out a system reset; and

(ii) a period of inactivity of a length which shall be set out in the Organisation CPS.

6.2.10 Method of Destroying Private Key

(A) The OCA shall ensure that the Organisation CPS incorporates provisions for the exercise of strict controls in relation to the destruction of OCA Keys.

(B) The OCA shall ensure that no OCA Key (whether in active use, existing as a copy for the purposes of resilience, or Backed-Up) is destroyed except in accordance with a positive decision by the OCA to destroy it.

6.2.11 Cryptographic Module Rating

See Part 6.2.1 of this Policy.

6.3 OTHER ASPECTS OF KEY PAIR MANAGEMENT

6.3.1 Public Key Archival

(A) The OCA shall ensure that it archives OCA Public Keys in accordance with the requirements of Part 5.5 of this Policy.

6.3.2 Certificate Operational Periods and Key Pair Usage Periods

(A) The OCA shall ensure that the Validity Period of each Certificate Issued by it shall be as follows:

(i) in the case of an Organisation Certificate, 10 years;

(ii) in the case of an Issuing OCA Certificate, 25 years; and

(iii) in the case of a Root OCA Certificate, 50 years.

(B) For the purposes of paragraph (A), the OCA shall set the 'notAfter' value specified in Annex B in accordance with that paragraph.

(C) The OCA shall ensure that no OCA Private Key is used after the end of the Validity Period of the Certificate containing the Public Key which is associated with that Private Key.

6.4 ACTIVATION DATA

6.4.1 Activation Data Generation and Installation

(A) The OCA shall ensure that any Cryptographic Module within which an OCA Key is held has Activation Data that are unique and unpredictable.

(B) The OCA shall ensure that:

(i) these Activation Data, in conjunction with any other access control, shall be of an appropriate level of strength for the purposes of protecting the OCA Keys; and

(ii) where the Activation Data comprise any PINs, passwords or pass-phrases, the OCA shall have the ability to change these at any time.

6.4.2 Activation Data Protection

(A) The OCA shall ensure that the Organisation CPS incorporates provision for the use of such cryptographic protections and access controls as are appropriate to protect against the unauthorised use of Activation Data.

6.4.3 Other Aspects of Activation Data

[*Not applicable in this Policy*]

6.5 COMPUTER SECURITY CONTROLS

6.5.1 Specific Computer Security Technical Requirements

(A) The OCA shall ensure that the Organisation CPS incorporates provisions in relation to the identification and implementation, following the conclusion of any threat assessment, of security measures which make provision for at least the following:

(i) the establishment of access controls in relation to the activities of the OCA;

(ii) the appropriate allocation of responsibilities to Privileged Persons;

(iii) the identification and Authentication of organisations, individuals and Systems involved in OCA activities;

(iv) the use of cryptography for communication and the protection of Data stored on the OCA Systems;

(v) the audit of security related events; and

(vi) the use of recovery mechanisms for OCA Keys.

6.5.2 Computer Security Rating

(A) The OCA shall ensure that the Organisation CPS incorporates provisions relating to the appropriate security rating of the OCA Systems.

6.6 LIFE-CYCLE TECHNICAL CONTROLS

6.6.1 System Development Controls

(A) The OCA shall ensure that any software which is developed for the purpose of establishing a functionality of the OCA Systems shall:

(i) take place in a controlled environment that is sufficient to protect against the insertion into the software of malicious code;

(ii) be undertaken by a developer which has a quality system that is:

(a) compliant with recognised international standards (such as ISO 9001:2000 or an equivalent standard); or

(b) available for inspection and approval by the SMKI PMA, and

has been so inspected and approved.

6.6.2 Security Management Controls

(A) The OCA shall ensure that the Organisation CPS incorporates provisions which are designed to ensure that the OCA Systems satisfy the requirements of Section G2 (System Security: Obligations on the DCC) and Section G5 (Information Security: Obligations on the DCC and Users) of the Code.

6.6.3 Life-Cycle Security Controls

See Part 6.6.2 of this Policy.

6.7 NETWORK SECURITY CONTROLS

6.7.1 Use of Offline Root OCA

(A) The OCA shall ensure that its functions as the Root OCA are carried out on a part of the OCA Systems that is neither directly nor indirectly connected to any System which is not a part of the OCA Systems.

6.7.2 Protection Against Attack

(A) The OCA shall use its best endeavours to ensure that the OCA Systems are not Compromised, and in particular for this purpose that they are designed and operated so as to detect and prevent:

(i) any Denial of Service Event; and

(ii) any unauthorised attempt to connect to them.

(B) The OCA shall use its reasonable endeavours to ensure that the OCA Systems cause or permit to be open at any time only those network ports, and allow only those protocols, which are required at that time for the effective operation of those Systems, and block all network ports and protocols which are not so required.

6.7.3 Separation of Issuing OCA

(A) The DCC shall ensure that, where its functions as the Issuing OCA are carried out on a part of the OCA Systems that is connected to an external network, they are carried out on a System that is Separated from all other OCA Systems.

6.7.4 Health Check of OCA Systems

(A) The OCA shall ensure that, in relation to the OCA Systems, a vulnerability assessment in accordance with Section G2.13 of the Code (Management of Vulnerabilities) is carried out with such frequency as may be specified from time to time by the Independent SMKI Assurance Service Provider.

6.8 TIME-STAMPING

6.8.1 Use of Time-Stamping

(A) The OCA shall ensure that Time-Stamping takes place in relation to all Certificates and all other OCA activities which require an accurate record of time.

(B) The OCA shall ensure that the Organisation CA incorporates provisions in relation to the time source and mechanisms used by any Time-Stamping Authority which carries out Time-Stamping on behalf of the OCA.

7 CERTIFICATE, CRL AND OCSP PROFILES

7.1 CERTIFICATE PROFILES

The OCA shall use only the Certificate Profiles in Annex B.

7.1.1 Version Number(s)

[*Not applicable in this Policy*]

7.1.2 Certificate Extensions

[*Not applicable in this Policy*]

7.1.3 Algorithm Object Identifiers

[*Not applicable in this Policy*]

7.1.4 Name Forms

[*Not applicable in this Policy*]

7.1.5 Name Constraints

[*Not applicable in this Policy*]

7.1.6 Certificate Policy Object Identifier

[*Not applicable in this Policy*]

7.1.7 Usage of Policy Constraints Extension

[*Not applicable in this Policy*]

7.1.8 Policy Qualifiers Syntax and Semantics

[*Not applicable in this Policy*]

7.1.9 Processing Semantics for the Critical Certificate Policies Extension

[*Not applicable in this Policy*]

7.2 CRL PROFILE

7.2.1 Version Number(s)

(A) The OCA shall ensure that the Organisation ARL and Organisation CRL conform with X.509 v2 and IETF RFC 5280.

7.2.2 CRL and CRL Entry Extensions

(A) The OCA shall notify Parties of the profile of the Organisation CRL and of any Organisation CRL extensions.

7.3 OCSP PROFILE

7.3.1 Version Number(s)

[*Not applicable in this Policy*]

7.3.2 OCSP Extensions

[*Not applicable in this Policy*]

8 COMPLIANCE AUDIT AND OTHER ASSESSMENTS

8.1 FREQUENCY OR CIRCUMSTANCES OF ASSESSMENT

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.2 IDENTITY/QUALIFICATIONS OF ASSESSOR

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.3 ASSESSOR'S RELATIONSHIP TO ASSESSED ENTITY

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.4 TOPICS COVERED BY ASSESSMENT

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.5 ACTIONS TAKEN AS A RESULT OF DEFICIENCY

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

8.6 COMMUNICATION OF RESULTS

Provision in relation to this is made in Appendix C of the Code (SMKI Compliance Policy).

9 OTHER BUSINESS AND LEGAL MATTERS

In so far as provision is made in relation to all the matters referred to in this Part, it is found in the DCC Licence and the provisions of the Code (including in Section L11 (Subscriber Obligations) and Section L12 (Relying Party Obligations) of the Code).

9.1 FEES

See the statement at the beginning of this Part.

9.1.1 Certificate Issuance or Renewal Fees

See the statement at the beginning of this Part.

9.1.2 Organisation Certificate Access Fees

See the statement at the beginning of this Part.

9.1.3 Revocation or Status Information Access Fees

See the statement at the beginning of this Part.

9.1.4 Fees for Other Services

See the statement at the beginning of this Part.

9.1.5 Refund Policy

See the statement at the beginning of this Part.

9.2 FINANCIAL RESPONSIBILITY

9.2.1 Insurance Coverage

See the statement at the beginning of this Part.

9.2.2 Other Assets

See the statement at the beginning of this Part.

9.2.3 Insurance or Warranty Coverage for Subscribers and Subjects

See the statement at the beginning of this Part.

9.3 CONFIDENTIALITY OF BUSINESS INFORMATION

9.3.1 Scope of Confidential Information

See the statement at the beginning of this Part.

9.3.2 Information not within the Scope of Confidential Information

See the statement at the beginning of this Part.

9.3.3 Responsibility to Protect Confidential Information

See the statement at the beginning of this Part.

9.4 PRIVACY OF PERSONAL INFORMATION

9.4.1 Privacy Plan

See the statement at the beginning of this Part.

9.4.2 Information Treated as Private

See the statement at the beginning of this Part.

9.4.3 Information not Deemed Private

See the statement at the beginning of this Part.

9.4.4 Responsibility to Protect Private Information

See the statement at the beginning of this Part.

9.4.5 Notice and Consent to Use Private Information

See the statement at the beginning of this Part.

9.4.6 Disclosure Pursuant to Judicial or Administrative Process

See the statement at the beginning of this Part.

9.4.7 Other Information Disclosure Circumstances

See the statement at the beginning of this Part.

9.5 INTELLECTUAL PROPERTY RIGHTS

See the statement at the beginning of this Part.

9.6 REPRESENTATIONS AND WARRANTIES

9.6.1 Certification Authority Representations and Warranties

See the statement at the beginning of this Part.

9.6.2 Registration Authority Representations and Warranties

See the statement at the beginning of this Part.

9.6.3 Subscriber Representations and Warranties

See the statement at the beginning of this Part.

9.6.4 Relying Party Representations and Warranties

See the statement at the beginning of this Part.

9.6.5 Representations and Warranties of Other Participants

See the statement at the beginning of this Part.

9.7 DISCLAIMERS OF WARRANTIES

See the statement at the beginning of this Part.

9.8 LIMITATIONS OF LIABILITY

See the statement at the beginning of this Part.

9.9 INDEMNITIES

See the statement at the beginning of this Part.

9.10 TERM AND TERMINATION

9.10.1 Term

See the statement at the beginning of this Part.

9.10.2 Termination of Organisation Certificate Policy

See the statement at the beginning of this Part.

9.10.3 Effect of Termination and Survival

See the statement at the beginning of this Part.

9.11 INDIVIDUAL NOTICES AND COMMUNICATIONS WITH PARTICIPANTS

9.11.1 Subscribers

See the statement at the beginning of this Part.

9.11.2 Organisation Certification Authority

See the statement at the beginning of this Part.

9.11.3 Notification

See the statement at the beginning of this Part.

9.12 AMENDMENTS

9.12.1 Procedure for Amendment

See the statement at the beginning of this Part.

9.12.2 Notification Mechanism and Period

See the statement at the beginning of this Part.

9.12.3 Circumstances under which OID Must be Changed

See the statement at the beginning of this Part.

9.13 DISPUTE RESOLUTION PROVISIONS

See the statement at the beginning of this Part.

9.14 GOVERNING LAW

See the statement at the beginning of this Part.

9.15 COMPLIANCE WITH APPLICABLE LAW

See the statement at the beginning of this Part.

9.16 MISCELLANEOUS PROVISIONS

9.16.1 Entire Agreement

See the statement at the beginning of this Part.

9.16.2 Assignment

See the statement at the beginning of this Part.

9.16.3 Severability

See the statement at the beginning of this Part.

9.16.4 Enforcement (Attorney's Fees and Waiver of Rights)

See the statement at the beginning of this Part.

9.16.5 Force Majeure

See the statement at the beginning of this Part.

9.17 OTHER PROVISIONS

9.17.1 Organisation Certificate Policy Content

See the statement at the beginning of this Part.

9.17.2 Third Party Rights

See the statement at the beginning of this Part.

Annex A: Definitions and Interpretation

In this Policy, except where the context otherwise requires -

- expressions defined in Section A of the Code (Definitions and Interpretation) have the same meaning as is set out in that Section,
- the expressions in the left hand column below shall have the meanings given to them in the right hand column below,
- where any expression is defined in Section A of the Code (Definitions and Interpretation) and in this Annex, the definition in this Annex shall take precedence for the purposes of the Policy.

Activation Data	means any private Data (such as a password or the Data on a smartcard) which are used to access a Cryptographic Module.
Archive	means the archive of Data created in accordance with Part 5.5.1 of this Policy (and "**Archives**" and "**Archived**" shall be interpreted accordingly).
Audit Log	means the audit log created in accordance with Part 5.4.1 of this Policy.
Authentication	means the process of establishing that an individual, Certificate, System or Organisation is what he or it claims to be (and "**Authenticate**" shall be interpreted accordingly).
Authorised Subscriber	means a Party or RDP which has successfully completed the procedures set out in the SMKI RAPP and has been authorised by the OCA to submit a Certificate Signing Request.
~~**Authority Revocation List (or ARL)**~~	~~means a list, produced by the OCA, of all OCA Certificates that have been revoked in accordance with this Policy.~~

Certificate	means either an Organisation Certificate or an OCA Certificate.
Certificate Profile	means a table bearing that title in Annex B and specifying certain parameters to be contained within a Certificate.
Certificate Re-Key	means a change to the Public Key contained within a Certificate bearing a particular serial number.
~~**Certificate Revocation List** (or **CRL**)~~	~~means a list, produced by the OCA, of all Organisation Certificates that have been revoked in accordance with this Policy.~~
Certificate Revocation Request	means a request for the revocation of a Certificate by the OCA, submitted by the Subscriber for that Certificate to the OCA in accordance with the SMKI RAPP and this Policy.
Certificate Signing Request	means a request for a Certificate submitted by an Eligible Subscriber in accordance with the SMKI RAPP.
DCA	has the meaning given to that expression in Appendix A of the Code (SMKI Device Certificate Policy).
DCA Systems	has the meaning given to that expression in Appendix A of the Code (SMKI Device Certificate Policy).
Eligible Subscriber	means: (a) in relation to an Organisation Certificate, an Authorised Subscriber which is identified as an Eligible Subscriber in accordance with Section L3.~~9~~18 of the Code (Organisation Certificates); and (b) in relation to an OCA Certificate, an Authorised Subscriber which is identified as an Eligible Subscriber in accordance with Section L3.~~10~~19 of

	the Code (OCA Certificates).
Issue	means the act of the OCA, in its capacity as the Root OCA or Issuing OCA, and acting in accordance with this Policy, of creating and signing a Certificate which is bound to both a Subject and a Subscriber (and "**Issued**" and "**Issuing**" shall be interpreted accordingly).
Issuing Organisation Certification Authority (or **Issuing OCA**)	means the DCC exercising the function of Issuing Organisation Certificates to Eligible Subscribers and of storing and managing the Private Keys associated with that function.
Issuing OCA Certificate	means a certificate in the form set out in the Issuing OCA Certificate Profile in accordance with Annex B, and Issued by the Root OCA to the Issuing OCA in accordance with this Policy.
Issuing OCA Private Key	means a Private Key which is stored and managed by the OCA acting in its capacity as the Issuing OCA.
Issuing OCA Public Key	means the Public Key which is part of a Key Pair with an Issuing OCA Private Key.
Key Escrow	means the storage of a Private Key by a person other than the Subscriber or Subject of the Certificate which contains the related Public Key.
Object Identifier (or **OID**)	means an Object Identifier assigned by the Internet Address Naming Authority.
OCA Certificate	means either a Root OCA Certificate or an Issuing OCA Certificate.
OCA Key	means any Private Key or a Public Key generated by the OCA for the purposes of complying with its obligations under the Code.

OCA Private Key	means either a Root OCA Private Key or an Issuing OCA Private Key.
OCA Systems	means the Systems used by the OCA in relation to the SMKI Services.
Organisation Authority Revocation List (or **ARL**)	means a list, produced by the OCA, of all OCA Certificates that have been revoked in accordance with this Policy.
Organisation Certificate	means a certificate in the form set out in the Organisation Certificate Profile in accordance with Annex B, and Issued by the Issuing OCA in accordance with this Policy.
Organisation Certificate Revocation List (or **CRL**)	means a list, produced by the OCA, of all Organisation Certificates that have been revoked in accordance with this Policy.
Organisation Certification Authority (or **OCA**)	means the DCC, acting in the capacity and exercising the functions of one or more of: (a) the Root OCA; (b) the Issuing OCA; and (c) the Registration Authority.
Private Key Material	in relation to a Private Key, means that Private Key and the input parameters necessary to establish, use and maintain it.
Registration Authority	means the DCC exercising the function of receiving and processing Certificate Signing Requests made in accordance with the SMKI RAPP.
Registration Authority Manager	means either a director of the DCC or any other person who may be identified as such in accordance with the SMKI RAPP.
Registration Authority	means those persons who are engaged by the DCC, in so

Personnel	far as such persons carry out, or are authorised to carry out, any function of the Registration Authority.
Relying Party	means a person who, pursuant to the Code, receives and relies upon a Certificate.
Root Organisation Certification Authority (or **Root OCA**)	means the DCC exercising the function of Issuing OCA Certificates to the Issuing OCA and storing and managing Private Keys associated with that function.
Root OCA Certificate	means a certificate in the form set out in the Root OCA Certificate Profile in accordance with Annex B and self-signed by the Root OCA in accordance with this Policy.
Root OCA Private Key	means a Private Key which is stored and managed by the OCA acting in its capacity as the Root OCA.
Security Related Functionality	means the functionality of the OCA Systems which is designed to detect, prevent or mitigate the adverse effect of any Compromise of that System.
Subject	means: (a) in relation to an Organisation Certificate, the Organisation identified in the 'Subject Name' field of the Organisation Certificate Profile in Annex B; and (b) in relation to an OCA Certificate, the globally unique name of the Root OCA or Issuing OCA as identified in the 'Subject' field of the relevant Certificate Profile in Annex B.
Subscriber	means, in relation to any Certificate, a Party or RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.

Time-Stamping	means the act that takes place when a Time-Stamping Authority, in relation to a Certificate, stamps a particular datum with an accurate indicator of the time (in hours, minutes and seconds) at which the activity of stamping takes place.
Time-Stamping Authority	means that part of the OCA that: (a) where required, provides an appropriately precise time-stamp in the format required by this Policy; and (b) relies on a time source that is: (i) accurate; (ii) determined in a manner that is independent of any other part of the OCA Systems; and (iii) such that the time of any time-stamp can be verified to be that of the ~~independent time source~~Independent Time Source at the time at which the time-stamp was applied.
Validity Period	means, in respect of a Certificate, the period of time for which that Certificate is intended to be valid.

Annex B: OCA Certificate and Organisation Certificate Profiles

End Entity Certificate Structure and Contents

This Annex lays out requirements as to structure and content with which OCA Certificates and Organisation Certificates shall comply. All terms in this Annex shall, where not defined in the Code, this Policy, or the GB Companion Specification, have the meanings in IETF RFC 5759 and IETF RFC5280.

Common requirements applicable to OCA Certificates and Organisation Certificates

All OCA Certificates and Organisation Certificates that are validly authorised within the SMKI for use within the scope of GB Companion Specification and GB Smart Metering:

- shall be compliant with IETF RFC 5759 and so with IETF RFC5280.
- for clarity and in adherence with the requirements of IETF RFC5759, all OCA Certificates and Organisation Certificates shall:
    - contain the authorityKeyIdentifier extension, except where the Certificate is the Root OCA Certificate;
    - contain the keyUsage extension which shall be marked as critical;
- be X.509 v3 certificates as defined in IETF RFC 5280, encoded using the ASN.1 Distinguished Encoding Rules;
- only contain Public Keys of types that are explicitly allowed by the GBCS. This means all Public Keys shall be elliptic curve Public Keys on the NIST P-256 curve;
- only contain Public Keys in uncompressed form i.e. contain an elliptic curve point in uncompressed form as detailed in Section 2.2 of IETF RFC5480;
- only provide for signature methods that are explicitly allowed within the GBCS. This means using P-256 Private Keys with SHA 256 and ECDSA;
- contain a certificatePolicies extension containing at least one PolicyIdentifier which shall be marked as critical. For clarity and in adherence with IETF RFC 5280, Certification Path Validation undertaken by Parties and Devices shall interpret this extension;
- contain a serialNumber of no more than 16 octets in length;
- contain a subjectKeyIdentifier which shall be marked as non-critical;

- contain an authorityKeyIdentifier in the form [0] KeyIdentifier which shall be marked as non-critical, except where the Certificate is the Root OCA Certificate. Note this exception only applies where RemotePartyRole as specified in the X520OrganizationalUnitName field = root;
- only contain KeyIdentifiers generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length;
- contain an IssuerName which MUST be identical to the signer's SubjectName
- have a valid notBefore field consisting of the time of issue encoded and a valid notAfter field expiration date as per IETF RFC 5280 Section 4.1.2.5.

Requirements applicable to Organisation Certificates only

All Organisation Certificates that are issued by the OCA shall:

- contain a subjectUniqueID whose value shall be the 8 octet Entity Identifier of the subject of the Certificate;
- contain a non-empty subject field which contains an X520 OrganizationalUnitName whose value ~~shall be set to the~~is to be expressed as the human-readable two octet hexadecimal representation of the integer RemotePartyRole that this Certificate allows the subject of the certificate to perform;
- contain a single Public Key;
- contain a keyUsage extension marked as critical, with a value of only one of:
    - digitalSignature; or
    - keyAgreement.
- contain a single policyIdentifier in the certificatePolicies extension that refers to the OID of this Policy under which the Certificate is issued.

Requirements applicable to the Root OCA and Issuing OCA

All OCA Certificates issued by the OCA shall:

- be such that, per RFC5280, the IssuerName MUST be identical to the signer's SubjectName;
- have a globally unique SubjectName;

- contain a single public key except for the Root-CA where there shall be two public keys. The second public key shall be referred to as the Contingency Key and shall be present in the WrappedApexContingencyKey extension with the meaning of IETF RFC5934. The Contingency Key shall be encrypted as per the requirements of the GBCS;
- contain a keyUsage extension marked as critical and defined as:
    - keyCertSign; and
    - cRLSign;
- for Issuing OCA Certificates, contain at least one policyIdentifier in the certificatePolicies extension that refers to the OID of this Policy under which the Certificate is issued;
- for the Root OCA Certificate, contain a single policyIdentifier in the certificatePolicies extension that refers to the OID for any Policy;
- for Issuing OCA Certificates, contain the basicConstraints extension, with values cA=True, and pathLen=0. This extension shall be marked as critical;
- for the Root OCA Certificate, contain the basicConstraints extension, with the value cA=True and pathLen absent (unlimited). This extension shall be marked as critical.

Organisation Certificate Profile

Field Name	**RFC 5759/5280 Type**	**Value**	**Reference**
Version	Integer	V3	
serialNumber	Integer	Positive Integer of up to 16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Issuing OCA of up to 4 Octets (as defined in the Issuing OCA	

		Certificate Profile)	
Authoritykeyidentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
subjectKeyIdentifier	KeyIdentifier	Provides a means for identifying certificates containing the particular Public Key used in an application	
notBefore	Time	Creation time of the Organisation Certificate	
notAfter	Time	Expiry time of the Certificate	
Subject	Name	Name of the Subject of up to 16 Octets	
OrganisationalUnitName	Sub-type of Name	Remote Party Role ~~Code~~ of the subject of the Certificate	
subjectUniqueID	UniqueIdentifier	The 64 bit Entity Identifier of the subject of the Certificate	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
Extensions	Extensions	Critical and non-critical extensions	

signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	
signatureValue	BIT STRING	Subject Organisation Certificate signature	

Interpretation

Version

The version of the X.509 Organisation Certificate. Valid Organisation Certificates shall identify themselves as version 3.

serialNumber

Organisation Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Organisation Certificate, and shall be created by the Issuing OCA that signs the Organisation Certificate. The serialNumber shall be unique in the scope of Organisation Certificate signed by the Issuing OCA.

Signature

The identity of the signature algorithm used to sign the Organisation Certificate. The field is identical to the value of the Organisation Certificate 'signatureAlgorithm' field explained further under the next '**signatureAlgorithm**' heading below.

Issuer

The name of the signer of the Organisation Certificate. This will be the gloablly unique name of the Issuing OCA~~.~~ of up to 4 Octets (as defined in the Issuing OCA Certificate Profile).

authorityKeyIdentifier

To optimize building the correct credential chain, the non-critical Authority Key Identifier extension shall be populated with a unique value as recommended by RFC 5280 and shall be included in all Organisation Certificates. The Organisation Certificate shall contain a authorityKeyIdentifier in the form [0] KeyIdentifier.

subjectKeyIdentifier

The Subject Key Identifier extension shall be included and marked as non-critical in the Organisation Certificate. The Organisation Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and which shall always be 8 octets in length.

validity

The time period over which the Issuing OCA expects the Organisation Certificate to be valid. The validity period is the period of time from notBefore through notAfter, inclusive.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time an Organisation Certificate may be used. This shall be the time the Organisation Certificate is created.

notAfter

The latest time an Organisation Certificate is expected to be used. The value in a notAfter field shall be treated as specified in RFC 5280.

subject

The formatting of this field shall contain a unique X.500 Distinguished Name (DN). This should be the unique trading name of the Organisation of up to 16 Octets.

OrganizationalUnitName

The OrganisationalUnitName attribute of subject shall be populated with the RemotePartyRole code that the Certificate allows the subject of the Certificate to perform. See the GB Companion Specification for details of RemotePartyRole codes.

subjectUniqueID

This shall be populated with the 64 bit Entity Identifier (compliant with EUI-64 standard – see Great Britain Companion Specification) of the subject of the Certificate

subjectPublicKeyInfo

The Organisation Certificate subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

```
id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2)
us(840) ansi-X9-62(10045) keyType(2) 1 }
```

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Organisation Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
    namedCurve         OBJECT IDENTIFIER
    -- implicitCurve   NULL
    -- specifiedCurve  SpecifiedECDomain
  }
```

Only the following field in ECParameters shall be used:

- o namedCurve - identifies all the required values for a particular set of elliptic curve domain parameters to be represented by an object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier fo the curve choice to be used in Organisation Certificate is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Issuing OCA signature algorithm used to sign this Organisation Certificate is as defined under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Issuing OCA's signature of the Organisation Certificate is computed using the Issuing OCA's private 256-bit ECC Organisation Certificate signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Organisation Certificates shall be signed by the Issuing OCA using the ECDSA algorithm identified under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Organisation Certificates MUST contain the extensions described below. They SHOULD NOT contain any additional extensions:

- certificatePolicy: critical; OID as a policyIdentifier (the OID of the applicable Organisation Certificate Policy).
- keyUsage: critical; either keyAgreement or digitalSignature.
- authorityKeyIdentifier.
- subjectKeyIdentifier.

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-
body(2) us(840) ansi-X9-62(10045) signatures(4) ecdsa-with-
sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Organisation Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

Root OCA Certificate Profile

Field Name	RFC 5759/5280 Type	Value	Reference
Version	Integer	V3	

serialNumber	Integer	Positive Integer of up to 16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Root OCA of up to 4 Octets	
subjectKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
notBefore	Time	Creation time of the Certificate	
notAfter	Time	Expiry time of the Certificate	
Subject	Name	Globally unique name of Root OCA of up to 4 Octets (same as Issuer name)	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
WrappedApexContingencyKey	ApexContingencyKey	The subject's protected (encrypted) Public Key used for recovery purposes	

Extensions	Extensions	Critical and non-critical extensions	
signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	
signatureValue	BIT STRING	Subject Certificate signature	

These certificates are the root of trust for the Organisations SMKI.

Version

The version of the X.509 Certificate. Valid Certificates shall identify themselves as version 3.

serialNumber

Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Certificate, and shall be created by the OCA Certificate that signs the Certificate (self-signed by Root OCA). The serialNumber shall be unique in the scope of Certificates signed by the OCA Certificate.

Signature

The identity of the signature algorithm used to sign the Certificate. The field is identical to the value of the Root OCA Certificate's signatureAlgorithm field explained further under the next '**Signature Method (ECDSA)**' heading below.

Issuer

The name of the signer of the Certificate. This will be the gloablly unique name of the Root OCA~~.~~ of up to 4 Octets. This will be the same as the SubjectName as it is self-signed by the Root OCA.

subjectKeyIdentifier

The issued credentials contain the subjectKeyIdentifier extension. Adding subjectKeyIdentifer facilitates certificate path building, which is necessary to validate credentials

The Subject Key Identifier extension shall be included and marked as non-critical in the Certificate. The Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and so which shall always be 8 octets in length.

validity

The time period over which the issuer expects the Certificate to be valid for. The validity period is the period of time from notBefore through notAfter, inclusive.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time a Certificate may be used. This shall be the time the Certificate is created.

notAfter

The latest time a Certificate is expected to be used. The value in a notAfter field shall be treated as specified in RFC 5280.

subject

This field must be populated with the globally unique name of the Root OCA of up to 4 Octets.

subjectPublicKeyInfo

The Certificate's subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

```
id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2)
us(840) ansi-X9-62(10045) keyType(2) 1 }
```

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
    namedCurve         OBJECT IDENTIFIER
    -- implicitCurve   NULL
    -- specifiedCurve  SpecifiedECDomain
  }
```

Only the following field in ECParameters shall be used:

o namedCurve - identifies all the required values for a particular set of elliptic curve domain parameters to be represented by an object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier fo the curve choice to be used in OCA Certificates is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Root OCA signature algorithm used to sign this Certificate as defined in section under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Root OCA's signature of the Certificate is computed using the Root OCA's private 256-bit ECC Organisation Certificate signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Organisation Certificates shall be signed by the Issuing OCA using the ECDSA algorithm identified under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Certificates MUST contain the extensions described below and MUST have the name form as described. They SHOULD NOT contain any additional extensions:

Extensions

- certificatePolicy: critical; 1:anyPolicy
- keyUsage: critical; keyCertSign, crlSign
- basicConstraints: critical; cA=true, pathLen absent (unlimited)
- subjectKeyIdentifer

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-body(2) us(840) ansi-X9-62(10045) signatures(4) ecdsa-with-sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

Issuing OCA Certificate Profile

Field Name	RFC 5759/5280 Type	Value	Reference
version	Integer	V3	
serialNumber	Integer	Positive Integer of up to	

		16 Octets	
Signature	AlgorithmIdentifier	SHA256 with ECDSA	
Issuer	Name	Globally unique name of Root OCA of up to 4 Octets (as defined in the Root OCA Certificate Profile)	
subjectKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
authorityKeyIdentifier	KeyIdentifier	A unique value that matches the subjectKeyIdentifier of the issuer's credential	
notBefore	Time	Creation time of the certificate	
notAfter	Time	Expiry time of the Certificate	
Subject	Name	Globally unique name of Issuing OCA of up to 4 Octets	
subjectPublicKeyInfo	SubjectPublicKeyInfo	The subject's Public Key	
Extensions	Extensions	Critical and non-critical extensions	
signatureAlgorithm	AlgorithmIdentifier	SHA256 with ECDSA	

signatureValue	BIT STRING	Subject certificate signature	

Version

The version of the X.509 Certificate. Valid Certificates shall identify themselves as version 3.

serialNumber

Certificate serial number, a positive integer of up to 16 octets. The serialNumber identifies the Certificate, and shall be created by the Root OCA that signs the Certificate. The serialNumber shall be unique in the scope of Certificates signed by the Root OCA.

Signature

The identity of the signature algorithm used to sign the Certificate. The field is identical to the value of the Issuing OCA Certificate's signatureAlgorithm field explained further under the next '**signatureAlgorithm**' heading below.

~~**issuer**~~

Issuer

The name of the signer of the Certificate. This will be the gloablly unique name of the Root OCA~~.~~ of up to 4 Octets (as defined in the Root OCA Certificate Profile).

subjectKeyIdentifier

The issued credentials contain the subjectKeyIdentifier extension. Adding subjectKeyIdentifer facilitates certificate path building, which is necessary to validate credentials.

The Subject Key Identifier extension shall be included and marked as non-critical in the Certificate. The Certificate shall contain a subjectKeyIdentifier with KeyIdentifier generated as per method (2) of Section 4.2.1.2 of IETF RFC 5280 and which shall always be 8 octets in length.

authorityKeyIdentifier

To optimize building the correct credential chain, the non-critical Authority Key Identifier extension shall be populated with a unique value as recommended by RFC 5280 and shall be included in all Organisation Certificates. The Certificates shall contain a authorityKeyIdentifier in the form [0] KeyIdentifier.

validity

The time period over which the issuer expects the Certificate to be valid for. The validity period is the period of time from notBefore through notAfter, inclusive.

All times shall be stated in the Universal Coordinated Time (UTC) time zone. Times up to and including 23:59:59 December 31, 2049 UTC shall be encoded as UTCTime as YYMMDDHHmmssZ.

Times later than 23:59:59 December 31, 2049 UTC shall be encoded as GeneralizedTime as YYYYMMDDHHmmssZ.

notBefore

The earliest time a Certificate may be used. This shall be the time the Certificate is created.

notAfter

The latest time a Certificate is expected to be used. The value in a notAfter field shall be treated as specified in RFC 5280.

subject

This field must be populated with the globally unique name of the Issuing OCA of up to 4 Octets.

subjectPublicKeyInfo

The Certificate's subjectPublicKeyInfo field shall indicate the Public Key algorithm identifier and the Public Key in the specified algorithm format as specified in RFC 3279 and RFC 5480.

The algorithm field in the subjectPublicKeyInfo structure shall be use the following identifier:

```
id-ecPublicKey OBJECT IDENTIFIER ::= {iso(1) member-body(2)
us(840) ansi-X9-62(10045) keyType(2) 1 }
```

id-ecPublicKey indicates that the algorithms that can be used with the subject Public Key are unrestricted. The key is only restricted by the values indicated in the key usage Certificate extension (explained further under the next '**extensions**' heading below).

The parameter for id-ecPublicKey is as follows and shall always be present:

```
ECParameters ::= CHOICE {
    namedCurve         OBJECT IDENTIFIER
    -- implicitCurve   NULL
    -- specifiedCurve  SpecifiedECDomain
  }
```

Only the following field in ECParameters shall be used:

o namedCurve - identifies all the required values for a particular

set of elliptic curve domain parameters to be represented by an

object identifier.

The namedCurve field in ECParameters uses object identifiers to name well-known curves.

The NIST recommended namedCurve is the P-256 curve. The object identifier fo the curve choice to be used in Certificates is:

```
secp256r1 OBJECT IDENTIFIER ::= { iso(1) member-body(2)
us(840) ansi-X9-62(10045) curves(3) prime(1) 7 }
```

The subjectPublicKey from SubjectPublicKeyInfo is the ECC Public Key. ECC Public Keys have the following syntax:

```
ECPoint ::= OCTET STRING
```

Implementations of Elliptic Curve Cryptography according to this document shall only support the uncompressed form.

The elliptic curve Public Key (a value of type ECPoint that is an OCTET STRING) is mapped to a subjectPublicKey (a value of type BIT STRING) as follows: the most significant bit of the OCTET STRING value becomes the most significant bit of the BIT STRING value, and so on; the least significant bit of the OCTET STRING becomes the least significant bit of the BIT STRING.

The first octet of the OCTET STRING indicates whether the key is compressed or uncompressed. The uncompressed form is indicated by 0x04 (the compressed form is indicated by either 0x02 or 0x03). The Public Key MUST be rejected if any value other than 0x04 is included in the first octet.

signatureAlgorithm

The signatureAlgorithm field shall indicate the Root OCA signature algorithm used to sign this Certificate as defined under the next '**Signature Method (ECDSA)**' heading below.

signatureValue

The Root OCA's signature of the Certificate is computed using the Root OCA's private signing key using the algorithm identified under the next '**Signature Method (ECDSA)**' heading below.

When using the Elliptic Curve keys the Certificates shall be signed by the Root OCA using the ECDSA algorithm identified in under the next '**Signature Method (ECDSA)**' heading below. The structure for ECDSA signatures is as per RFC 5480.

extensions

Issuing-CA certificates must contain the extensions described below and MUST have the name form as described. They SHOULD NOT contain any additional extensions:

- certificatePolicy: critical; 1:at least one policyIdentifier in the certificatePolicies extension that refers to the OID(s) valid for usage in the GBSM environments
- keyUsage: critical; keyCertSign, crlSign

- basicConstraints: critical; cA=true, pathLen=0
- subjectKeyIdentifer
- authorityKeyIdentifier

Cryptographic Primitives for Signature Method

Signature Method (ECDSA)

The ECDSA signature method is defined in NIST FIPS 186-4. When implementing ECDSA, the SHA-256 message digest algorithm and the P-256 elliptic curve as defined in FIPS 186-4 Annex D, D.1.2.3, shall be used.

The signature algorithm shall be ecdsa-with-SHA256 as specified in RFC 5759 and 6318. The algorithm identifier is:

```
ecdsa-with-SHA256 OBJECT IDENTIFIER ::= { iso(1) member-
body(2) us(840) ansi-X9-

62(10045) signatures(4) ecdsa-with-sha2(3) 2 }
```

SHA-256 hash algorithm

The hash algorithm used by the Certificate shall be the SHA-256 secure hash algorithm as defined in NIST FIPS 180-4.

APPENDIX C – SMKI COMPLIANCE POLICY

1 INTRODUCTION

1.1 The document comprising this Appendix C:

(a) shall be known as the "**SMKI Compliance Policy**" (and in this document is referred to simply as the "**Policy**"),

(b) is a SEC Subsidiary Document related to Section L2 of the Code (SMKI Assurance).

2 SMKI INDEPENDENT ASSURANCE SCHEME

DCC: Duty to Submit to an SMKI Independent Assurance Scheme

2.1 The DCC shall subject the SMKI Services to assessment against an assurance scheme which satisfies:

(a) the quality requirements specified in Part 2.2 of this Policy;

(b) the independence requirements specified in Part 2.3 of this Policy; and

(c) the approval requirements specified in Part 2.5 of this Policy,

and that scheme is referred to in this Policy as the "**SMKI Independent Assurance Scheme**".

Quality Requirements

2.2 The quality requirements specified in this Part 2.2 are that the SMKI Independent Assurance Scheme must be a scheme:

(a) which is recognised as an accreditation scheme for the purposes of Article 3(2) of Directive 1999/93/EC on a Community framework for electronic signatures;

(b) which is based on ISO 27001; and

(c) the provider of which:

(i) is used by the United Kingdom Government to provide assurance in relation to electronic trust services; and

(ii) requires all its scheme assessors to be UKAS certified.

Independence Requirements

2.3 The independence requirements specified in this Part 2.3 are that the provider of the SMKI Independent Assurance Scheme must be independent of the DCC and of each DCC Service Provider from which the DCC acquires capability for the purposes of the provision of the SMKI Services ~~(referred to in this Policy as a "**Relevant DCC Service Provider**").~~.

2.4 For the purposes of Part 2.3 of this Policy, the provider of the SMKI Independent Assurance Scheme is to be treated as independent of the DCC (and of ~~Relevant~~a relevant DCC Service ~~Providers~~Provider) only if:

(a) neither the DCC nor any of its subsidiaries (or ~~any Relevant~~such a DCC Service Provider or any of its subsidiaries) holds or acquires any investment by way of shares, securities or other financial rights or interests in the provider of the scheme;

~~(b) either:~~

~~(i)~~ no director ~~or employee~~ of the DCC (or of any ~~Relevant~~such DCC Service Provider) is or becomes a director or employee of ~~the provider of the scheme; or~~

~~(ii) where any person is or becomes both a director or employee of the DCC (or of any Relevant DCC Service Provider) and a director or employee of the provider of the scheme, appropriate arrangements are in place to ensure that that person is able to have no influence on any decisions made by the provider of the scheme in respect of the approval of any person or the accreditation of any thing in accordance with the scheme;~~

~~(c)~~(b) ~~no person who is a director or employee of the DCC (or of any Relevant DCC Service Provider),~~ or holds or acquires any investment by way of shares, securities or other financial rights or interests in ~~the provider of the scheme,~~

~~except where sub-paragraph (b)(ii) applies and that investment is acquired by that person by way of reasonable compensation for his or her performance as a director or employee of,~~ the provider of the scheme; and

~~(d)~~(c) the provider of the scheme does not hold or acquire a participating interest (as defined in section 421A of the Financial Services and Markets Act 2000) in the DCC (or in any ~~Relevant~~such DCC Service Provider).

Approval Requirements

2.5 Before entering into any agreement with the provider of the SMKI Independent Assurance Scheme, in accordance with its obligation under Section L2.2 of the Code (SMKI Compliance Policy), the DCC shall submit to the SMKI PMA for approval:

(a) its proposed choice of scheme; and

(b) the proposed terms and conditions of its agreement with the provider of that scheme,

and shall not enter into any such agreement unless the SMKI PMA has first approved the proposed SMKI Independent Assurance Scheme and the proposed terms and conditions of that agreement.

2.6 If the SMKI PMA does not approve either the proposed SMKI Independent Assurance Scheme or the proposed terms and conditions of the DCC's agreement with the provider of that scheme:

(a) the SMKI PMA shall provide the DCC with a statement of its reasons for not doing so; and

(b) the DCC shall submit to the SMKI PMA for approval, as soon as is reasonably practicable, a revised proposal in relation to the scheme.

3 INDEPENDENT ASSURANCE SERVICE PROVIDER

DCC: Duty to Procure Independent Assurance Services

3.1 For the purposes of complying with its obligation under Section L2.2 of the Code (SMKI Compliance Policy), the DCC shall procure the provision of assurance

services:

(a) of the scope specified in Part 3.2 of this Policy;

(b) from a person who:

(i) is suitably qualified in accordance with Part 3.3 of this Policy; and

(ii) satisfies the independence requirements specified in Part 3.4 of this Policy,

and that person is referred to in this Policy as the "**Independent SMKI Assurance Service Provider**".

Scope of Independent Assurance Services

3.2 The assurance services specified in this Part 3.2 are services in accordance with which the Independent SMKI Assurance Service Provider shall:

(a) undertake an initial assessment of the SMKI Services against the SMKI Independent Assurance Scheme in accordance with Part 4 of this Policy;

(b) subsequently undertake further assessments of the SMKI Services against the SMKI Independent Assurance Scheme:

(i) at a frequency recommended by the provider of that scheme; or

(ii) where there is no such recommended frequency, or where the SMKI PMA otherwise determines, at a frequency specified by the SMKI PMA;

(c) at the request of, and to an extent determined by, the SMKI PMA, carry out an assessment of the compliance of any SMKI Participant with the applicable requirements of the SMKI Document Set;

(d) at the request of the SMKI PMA, provide to it advice in relation to the compliance of any SMKI Participant with the applicable requirements of the SMKI Document Set;

(e) at the request of the SMKI PMA, provide to it advice in relation to a review of this Policy, which shall include in particular:

(i) recommendations as to the scope and frequency of assessments carried out in accordance with this Policy; and

(ii) advice in relation to the suitability of any remedial action plan for the purposes of Section M8.4 of the Code (Consequences of an Event of Default), including where the Defaulting Party is the DCC in accordance with Section L2.6 of the Code (Events of Default); and

(f) at the request of the SMKI PMA Chair, provide a representative to attend and contribute to the discussion at any meeting of the SMKI PMA.

Suitably Qualified Service Provider

3.3 The Independent SMKI Assurance Service Provider shall be treated as suitably qualified in accordance with this Part 3.3 only if it is recognised by the provider of the SMKI Independent Assurance Scheme as being qualified to carry out assessments against that scheme.

Independence Requirements

3.4 The independence requirements specified in this Part 3.4 are that the Independent SMKI Assurance Service Provider must be independent of each SMKI Participant and of each service provider from whom that SMKI Participant acquires capability for any purpose related to its compliance with its obligations under the Code (but excluding any provider of corporate assurance services to that SMKI Participant).

3.5 For the purposes of Part 3.4 of this Policy, the Independent SMKI Assurance Service Provider is to be treated as independent of an SMKI Participant (and of a relevant service provider of that SMKI Participant) only if:

(a) neither that SMKI Participant nor any of its subsidiaries (or such a service provider or any of its subsidiaries) holds or acquires any investment by way of shares, securities or other financial rights or interests in the Independent SMKI Assurance Service Provider;

(b) no director of that SMKI Participant (or of any such service provider) is or becomes a director or employee of, or holds or acquires any investment by way of shares, securities or other financial rights or interests in, the

Independent SMKI Assurance Service Provider; and

(c) the Independent SMKI Assurance Service Provider does not hold or acquire a participating interest (as defined in section 421A of the Financial Services and Markets Act 2000) in that SMKI Participant (or in any such service provider).

4 INITIAL ASSURANCE ASSESSMENT

DCC: Duty to Procure Initial Assessment

4.1 The DCC shall ensure that an initial assurance assessment of the SMKI Services:

(a) against the SMKI Independent Assurance Scheme; and

(b) in respect of compliance by the DCC with the applicable requirements of the SMKI Document Set,

is undertaken by the Independent SMKI Assurance Service Provider in accordance with Part 4.2 of this Policy.

Nature of the Initial Assessment

4.2 The initial assessment referred to in Part 4.1 of this Policy shall be undertaken in two stages, as described in Parts 4.3 and 4.5 of this Policy.

4.3 The first stage of the initial assessment shall:

(a) be undertaken prior to the commencement of Interface Testing; and

(b) result in an assessment report to be known as the "**Stage 1 Assurance Report**" in relation to the SMKI Services being produced by the Independent SMKI Assurance Service Provider at least one month prior to the anticipated start date of Interface Testing.

4.4 The Stage 1 Assurance Report shall:

(a) clearly identify any failure of the DCC to comply with the applicable requirements of the SMKI Document Set;

(b) recommend that the assurance status of the DCC in relation to the SMKI Services should be set at:

(i) approved;

(ii) approved with caveats; or

(iii) not approved; and

(c) be provided to both the DCC and the SMKI PMA promptly upon completion.

4.5 The second stage of the initial assessment shall:

(a) be undertaken by no later than 12 weeks after the commencement of Interface Testing; and

(b) result in an assessment report to be known as the "**Stage 2 Assurance Report**" in relation to the SMKI Services being produced by the Independent SMKI Assurance Service Provider as soon as reasonably practicable following the completion of that second stage of the initial assessment.

4.6 The Stage 2 Assurance Report shall:

(a) clearly identify any failure of the DCC to comply with the applicable requirements of the SMKI Document Set;

(b) recommend that the assurance status of the DCC in relation to the SMKI Services should be set at:

(i) approved;

(ii) approved with caveats; or

(iii) not approved; and

(c) be provided to both the DCC and the SMKI PMA promptly upon completion.

PMA: Response to the Initial Assessment

4.7 On receiving either the Stage 1 Assurance Report or Stage 2 Assurance Report, the SMKI PMA shall:

(a) promptly consider that report;

(b) determine that the assurance status of the DCC in relation to the SMKI

Services is to be set at:

(i) approved;

(ii) approved with caveats; or

(iii) not approved;

(c) where the SMKI PMA has set the assurance status of the DCC in relation to the SMKI Services at 'approved with caveats', state in writing its reasons for considering that it is acceptable for the DCC to:

(i) in the case of the Stage 1 Assurance Report, commence the provision of the SMKI Services; or

(ii) in the case of the Stage 2 Assurance Report, continue to provide the SMKI Services; and

(d) provide a copy of the report (being redacted only in so far as necessary for the purposes of security) and a statement of its determination (and of any reasons accompanying that determination) to all Parties.

4.8 Where the SMKI PMA has set the assurance status of the DCC in relation to the SMKI Services at 'approved with caveats' or 'not approved' it shall:

(a) require that the DCC submit to it as soon as reasonably practicable a remedial action plan; and

(b) within one month of the submission of that plan, require the DCC to make any changes to it that the SMKI PMA may specify.

DCC: Duty in relation to Remedial Action Plan

4.9 Where the DCC is required to do so in accordance with Part 4.8(a) of this Policy, it shall as soon as reasonably practicable submit to the SMKI PMA a remedial action plan.

4.10 Where the DCC is required by the SMKI PMA in accordance with Part 4.8(b) of this Policy to make changes to the remedial action plan, it may appeal that decision to the Authority and:

(a) the Authority shall determine what changes (if any) shall be made to the remedial action plan; and

(b) the determination of the Authority shall be final and binding for the purposes of the Code.

4.11 The DCC shall implement any remedial action plan subject to any required changes to it specified by:

(a) the SMKI PMA in accordance with Part 4.8(b) of this Policy; or

(b) the Authority in accordance with Part 4.10 of this Policy.

5 PMA: DUTY TO PROVIDE INFORMATION

Initial Assurance Assessment

5.1 The SMKI PMA shall, on request, provide to the Secretary of State and the Authority a copy of:

(a) the Stage 1 Assurance Report received by it in accordance with Part 4.4 of this Policy;

(b) the Stage 2 Assurance Report received by it in accordance with Part 4.6 of this Policy; and

(c) any remedial action plan that the DCC is required to implement in accordance with Part 4.11 of this Policy.

Subsequent Assurance Assessments

5.2 Following any assessment carried out by the Independent SMKI Assurance Service Provider of the compliance of the DCC with the applicable requirements of the SMKI Document Set, the SMKI PMA's determination as to the extent to which the DCC is compliant with those requirements shall be made available by it to:

(a) all Parties;

(b) the Panel;

(c) the Authority; and

(d) on request, the Secretary of State.

APPENDIX F – MINIMUM COMMUNICATION SERVICES FOR SMETS1 METERS

Ref	Description	Eligible Users
1.1	Update Import Tariff (prepayment)	Import Supplier, Gas Supplier
1.1	Update Import Tariff (credit)	Import Supplier, Gas Supplier
1.2	Update Price (prepayment)	Import Supplier, Gas Supplier
1.2	Update Price (credit)	Import Supplier, Gas Supplier
1.5	Update Balance	Import Supplier, Gas Supplier
1.6	Update Payment Mode	Import Supplier, Gas Supplier
2.1	Update Prepay Configuration	Import Supplier, Gas Supplier
2.2	Top Up Device	Import Supplier, Gas Supplier
2.3	Update Debt	Import Supplier, Gas Supplier

2.5	Activate Emergency Credit	Import Supplier, Gas Supplier
3.2	Restrict Access – CoT	Import Supplier, Gas Supplier
3.3	Clear Event Log	Import Supplier, Gas Supplier
4.1	Read Instantaneous Import Register Values	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter
4.2	Read Instantaneous Export Register Values	Export Supplier, Electricity Distributor
4.3	Read Instantaneous Prepayment Register Values	Import Supplier, Gas Supplier
4.4	Retrieve Billing Data Log	Import Supplier, Gas Supplier
4.8	Read Profile Data	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Export Supplier, Other User
4.10	Read Network Data	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter

4.11	Read Tariff	Import Supplier, Gas Supplier, Other User
4.16	Read Active Power Import	Import Supplier, Electricity Distributor
6.2	Read Device Configuration	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Export Supplier, Registered Supplier Agent, Other User
6.4	Update Device Configuration (Load Limiting)	Import Supplier, Gas Supplier
6.5	Update Device Configuration (Voltage)	Electricity Distributor
6.6	Update Device Configuration (Gas Conversion)	Gas Supplier
6.7	Update Device Configuration (Gas Flow)	Gas Supplier
6.8	Update Device Configuration (Billing Calendar)	Import Supplier, Gas Supplier
6.11	Synchronise Clock	Import Supplier, Gas Supplier

6.12	Update Device Configuration (Instantaneous Power Threshold)	Import Supplier, Gas Supplier
6.13	Read Event or Security Log	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Registered Supplier Agent
6.15	Update Security Credentials	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter
6.23	Update Security Credentials (CoS)	Import Supplier, Gas Supplier
7.1	Enable Supply	Import Supplier
7.2	Disable Supply	Import Supplier, Gas Supplier
7.3	Arm Supply	Import Supplier, Gas Supplier
7.4	Read Supply Status	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Export Supplier, Registered Supplier Agent
11.1	Update Firmware	Import Supplier, Gas Supplier

11.2	Read Firmware Version	Import Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Export Supplier, Registered Supplier Agent, Other User