

SECTION A: DEFINITIONS AND INTERPRETATION

The following definition in Section A are amended as shown

DCC User Interface Services Schedule means the SEC Subsidiary Document of that name identified as the 'DCC User Gateway Interface Specification' set out in Appendix [TBCF].

DCC User Interface Specification means the SEC Subsidiary Document identified as the 'DCC User Gateway Interface Specification' ~~of that name~~ set out in Appendix [TBC].

Security Controls Framework has the meaning given to that expression in Section G7.~~44~~16(a) (Duties and Powers of the Security Sub-Committee).

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 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 Signifier.

B1.18 The Code Administrator shall notify the DCC of each Party 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

B1.21 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, USER 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 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, 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 RDP IDs

B2.5 Where:

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

B2.8 The Panel shall issue Party 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 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 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 Signifier of that Party; or

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

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 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. 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 Party 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) the DCC is to provide Testing Services to a person that is not a Party, the DCC shall only do so where that person has agreed to be bound by reasonable terms and conditions relating to the same, including terms and conditions equivalent to Sections H14.5, H14.33, J1 (Payment of Charges) and M2 (Limitations of Liability).

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 Service, 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 ~~and Test Repository~~

H14.11 The following shall apply ~~with respect to the Testing Services and the tests required pursuant to Section T (Testing During Transition)~~ in relation to Test Certificates:

- (a) the DCC shall ~~use, 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 ~~such tests or any other tests that a Party undertakes for either the purpose of satisfying itself that its Devices are SMETS compliant or for the purpose of undertaking activities associated with its participating under this Code; the Testing Participants undertaking Testing Services and testing pursuant to Section T (Testing During Transition);~~
- (b) the DCC ~~shall establish and make available to Testing Participants a Test Repository for the purposes of such tests; 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) ~~the DCC shall keep the Test Repository separate from the SMKI Repository;~~

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) the DCC and each Testing Participant shall only use Test Certificates for the purposes of such tests (and no Party shall use actual Certificates when providing or undertaking such tests); and 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) no person the DCC shall ensure that the Test Certificates otherwise than for the purposes of such tests are clearly distinguishable from actual Certificates;
- (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 via the Party's chosen DCC User Gateway Means of Connection;
- (b) can use the DCC User Gateway for the purposes set out in Section H3.2 (Communications to be sent via DCC User Gateway) 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 Tests 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 Tests 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 Tests 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 Tests Scenarios Document for that User Role.

H14.20 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).

H14.21 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 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 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.

H14.29 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).

H14.30 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 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 include the provision of a connection to the SM WAN for the purpose of such tests (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 the Device and User System Tests

described in Section H14.31(a).

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.

H14.45A 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).

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 End-to-End](#) 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).

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 Interface and any entry requirements (for particular User Roles) prior to execution of those tests. In respect of the DCC User 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 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~~ [in respect of](#) persons who are eligible to undertake tests pursuant to the Testing Services) how [and in what circumstances](#) the Testing Services ~~will~~ [are to be](#) provided, including details of:

[\(a\) the obligations with which the DCC and Testing Participants must comply in respect of the Testing Services \(including in relation to security\);](#)

~~(a)~~[\(b\)](#) how the DCC will provide any Testing Services remotely([including over DCC Gateway Connections](#));

~~(b)~~[\(c\)](#) how the DCC will provide a connection to the SM WAN pursuant to Section H14.31 (Device and User System Tests); and

~~(c)~~[\(d\)](#) how the DCC will make Test Certificates available pursuant to Section H14.11 (General: Test Certificates), [which may make different provision in respect of](#)

[different categories of 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 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;
 - (ii) copies of the consultation responses received; and
 - (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.

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 ~~a relevant~~Relevant DCC Service ~~Provider~~Providers) only if:

- (a) neither the DCC nor any of its subsidiaries (or ~~such a any~~ Relevant 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 ~~such~~Relevant DCC Service Provider) is or becomes a director or employee of, ~~or 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;

~~(b)(c)~~ no person who is a director or employee of the DCC (or of any Relevant DCC Service Provider) 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

~~(e)~~(d) 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 [such Relevant](#) 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 ~~Parts~~Part 4.2 ~~and 4.3~~ 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 ~~SMKI Services being provided for any purpose other than the issue of Test Certificates~~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 referred to in Part 4. be known as the "Stage 2 of this Policy 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.

4.34.6 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

4.44.7 On receiving an initial assessment report in accordance with Part 4.3 of this Policy either the Stage 1 Assurance Report or Stage 2 Assurance Report, the SMKI

PMA shall:

- (a) promptly consider ~~the~~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 ~~commence the provision of the SMKI Services for any purpose other than the issue of Test Certificates; and:~~
 - (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.

4.54.8 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 may~~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

4.64.9 Where the DCC is required to do so in accordance with Part 4.58(a) of this Policy, it

shall as soon as reasonably practicable submit to the SMKI PMA a remedial action plan.

~~4.74.10~~ Where the DCC is required by the SMKI PMA in accordance with Part 4.58(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.

~~4.84.11~~ 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 4.68(b) of this Policy; or
- (b) the Authority in accordance with Part 4.710 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 ~~initial assessment report~~ Stage 1 Assurance Report received by it in accordance with Part 4.34 of this Policy;

~~(a)(b)~~ the Stage 2 Assurance Report received by it in accordance with Part 4.6 of this Policy; and

~~(b)(c)~~ any remedial action plan that the DCC is required to implement in accordance with Part 4.811 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.