



Department for
Business, Energy
& Industrial Strategy

Smart Meter Policy Framework Post 2020:

Minimum Annual Targets and Reporting
Thresholds for Energy Suppliers

ANNEX C: CONFIDENTIALITY
ARRANGEMENTS

TERMS AND CONDITIONS OF THE DISCLOSURE OF THE SMART METER POST 2020 FORECASTING MODELLING

- 1) The Government has put in place a four-year framework for the rollout of smart meters, to take effect following the expiry of the existing obligation to take all reasonable steps. The new framework sets annual installation targets for each energy supplier on a trajectory to market wide rollout subject to an annual tolerance level. BEIS is consulting on the methodology for setting the tolerance levels for the first two years of the new framework. As part of the consultation process BEIS is disclosing the model that underpins the consultation proposals, in accordance with the disclosure arrangements set out in Annex B of the consultation document.
- 2) During the consultation period, BEIS will disclose the modelling which underpins the consultation proposals (“the Disclosed Data”) to licenced gas and electricity suppliers (and organisations representing them). The Disclosed Data includes data used in the model, but excludes data about individual licence-holders which is commercially sensitive and which cannot be disclosed to other licence-holders.
- 3) If BEIS consider it helpful to provide additional data, BEIS will add this to the Disclosed Data as appropriate.
- 4) Access to the Disclosed Data is provided for the “Permitted Purpose” that is the sole purpose of responding directly to BEIS on the consultation and for any related legal proceedings.
- 5) Access to the Disclosed Data is controlled by BEIS. Stakeholders wishing to access the Disclosed Data should contact BEIS by sending an email to smartmetering@beis.gov.uk and:
 - a) provide the name and address of the licenced energy company (“the Recipient Organisation”);
 - b) provide the name, role and contact details (email address and telephone number) for the individual to be granted access to the Disclosed Data (“the Individual Recipient”); and
 - c) provide email confirmation from a senior representative of the Recipient Organisation, on behalf of the Recipient Organisation and the Individual Recipient, of their acceptance of the disclosure arrangements set out in Annex B of the consultation document.
- 6) Access to the Disclosed Data will be via an email to the Individual Recipient containing a link to a SharePoint workspace. The information contained in the SharePoint workspace is to be treated as confidential. The Individual Recipient must not share the access link with any other person and must not attempt to modify or alter the contents of the SharePoint workspace or misuse it by knowingly introducing viruses or other harmful material.
- 7) The Individual Recipient may download copies of the Disclosed Data from the SharePoint workspace. The downloaded copies may be used (and modified/alterd) for the Permitted Purpose.

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- 8) Onward disclosure of the downloaded copies must be limited to individuals within the Recipient Organisation, and to external advisers or agents of the Recipient Organisation, in all cases solely for the Permitted Purpose. The Disclosed Data must not be disclosed to any other person (unless required by law or court order or with the prior agreement of BEIS).
 - 9) In the case of onward disclosure to external advisers or agents, the Recipient Organisation is responsible for those persons compliance with the disclosure arrangements set out in this Annex B of the consultation document.
 - 10) The Disclosed Data is shared with the Recipient Organisation and the Individual Recipient for the Permitted Purpose only. The Disclosed Data is not to be used for any other purposes. All copies of the Disclosed Data must be deleted once they are no longer required for the Permitted Purpose (unless required to be retained for compliance with any applicable law, regulatory body or court order).
 - 11) The Recipient Organisation and the Individual Recipient must promptly notify BEIS if they suspect or become aware of any unauthorised access, copying, use or disclosure of the Disclosed Data.
 - 12) The Recipient Organisation and the Individual Recipient must handle the Disclosed Data in accordance with Government policy¹ for information classified as OFFICIAL SENSITIVE.
 - 13) Any analysis or other information produced which is derived from the Disclosed Data is also to be considered OFFICIAL SENSITIVE and treated in accordance with the disclosure arrangements set out above.
 - 14) Nothing in the disclosure arrangements set out above applies to any part of a downloaded copy of the Disclosed Data that:
 - a) has previously been disclosed by BEIS to the Recipient Organisation without obligations of confidentiality;
 - b) the Recipient Organisation obtained from a third party who is not, to the Recipient Organisation's knowledge or reasonable belief, bound by obligations of confidentiality to BEIS or otherwise prohibited from disclosing the information;
 - c) is in the public domain otherwise than by a breach of a duty of confidentiality; or
 - d) the Recipient Organisation evidences to the reasonable satisfaction of BEIS was independently developed without access to the Disclosed Data.
 - 15) No representation or warranty is made by BEIS as to the accuracy, efficacy, completeness, capabilities or any other qualities whatsoever of the Disclosed Data. BEIS is under no obligation to update any of the Disclosed Data. All rights, including intellectual property rights, in the Disclosed Data shall remain with and vested in BEIS.

¹ <https://www.gov.uk/government/publications/government-security-classifications>

16) BEIS makes efforts to protect the SharePoint workspace, but does not represent or warrant that the Disclosed Data will be free of viruses or other harmful components, or that it will always be accessible. While BEIS intends to permit access to the SharePoint workspace containing the Disclosed Data for the duration of the smart meter tolerance methodology consultation, BEIS may withdraw access temporarily or permanently, with or without notice, at any time.

17) These disclosure arrangements are governed by English Law, and are subject to the exclusive jurisdiction of the courts of England and Wales. Breach of these disclosure arrangements may result in BEIS taking appropriate legal action to protect the Disclosed Data, and would be taken into account by BEIS in its future dealings with the Recipient Organisation. BEIS may also inform other parties and the appropriate regulatory body of any breach.

We agree to these disclosure arrangements.

..... for and on behalf of

Date