
Performance Assurance

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5.1A For the purposes of this Paragraph 5, and for the assessment, reporting, determination and application of Performance Charges in respect of the Centralised Registration Service:.....	Error! Bookmark not defined.



SCHEDULE 6

Performance Assurance Schedule

 Version: 4.02.5

 Effective Date: Code Manager Licence Commencement
Date 27 February 2026

<u>Domestic Suppliers</u>	<u>Mandatory</u>
<u>Non-Domestic Suppliers</u>	<u>Mandatory</u>
<u>Gas Transporters</u>	<u>Mandatory</u>
<u>Distribution Network Operators</u>	<u>Mandatory</u>
<u>DCC</u>	<u>Mandatory</u>
<u>Metering Equipment Managers</u>	<u>Mandatory</u>
<u>Non-Party REC Service Users</u>	<u>Mandatory</u>

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Initial draft published July 2020
1.0	15 January 2021	Version implemented as part of REC v1.1
2.0	1 September 2021	Updated as part of REC V2.0
2.2	31 January 2022	R0012
2.3	01 April 2023	R0025
2.4	28 February 2025	R0210
2.5	27 February 2026	R0272, R0283
<u>2.6</u>	<u>By 2 Nov 2026</u>	<u>TBC reflecting DCC-2</u>
<u>4.0</u>	<u>CML effective date</u>	<u>Part of whole of REC update as part of Code Reform, removal of obsolete text</u>

1 Introduction

- 1.1. This [Code](#) has been developed in a manner intended to provide robust assurance of all of the business critical processes and services which it governs. This will be provided through a [Performance Assurance Framework \(PAF\)](#) underpinned by a comprehensive [Risk Register](#) and associated mitigation. This [REC Schedule](#) defines the governance and associated processes to support the [PAF](#).
- 1.2. This [REC Schedule](#) is to be read in conjunction with the [Qualification and Maintenance](#) Schedule, which defines the process to be followed by new market entrants in certain [Market Roles](#), and also the process to apply where they make material changes to their [System](#)s or processes.
- 1.3. The key objectives for the [PAF](#) are to ensure that [Consumers](#) have a positive experience when engaging in the retail energy market; and that [Parties](#) act in a manner that is not detrimental to the effective competition between [Energy Suppliers](#) and [Supplier Agents](#).

2 [REC Performance Assurance Board](#)

- 2.1. ~~RECCo The REC Board~~ shall establish a [REC Governance Body Sub-Committee with delegated authority](#) to act as and perform the functions of the [REC Performance Assurance Board \(REC PAB\)](#).
- 2.2. The [REC PAB](#) shall oversee the [PAF](#) and perform the other functions referred to in Paragraph 3 ~~together with any other functions, duties or powers assigned to it by or under this Code.~~
- 2.3. The ~~REC PAB REC Board~~ shall ~~operate in accordance with the delegate relevant decision-making powers to the REC PAB, and determine and maintain terms of reference for the REC PAB. The terms of reference for the REC PAB may only be modified in accordance with the Code Modification Schedule (subject to the overriding requirements of Paragraph 6).~~
- 2.4. The costs incurred or paid by the [REC PAB](#), shall be considered [RECCo](#) costs, and therefore recoverable under Clause 9 (Annual Budget and Cost Recovery) of the main body of this [Code](#).
- 2.5. The ~~initial~~ composition of the [REC PAB](#) shall be determined ~~by the Authority, and thereafter~~ in accordance with ~~a methodology to be established by the REC Board and set out in the REC PAB's terms of reference.~~

3 Functions of the [REC PAB](#)

- 3.1. The [REC PAB](#) shall perform the functions assigned to it under this [Code](#), and as may

be delegated to it by the ~~RECCo Board~~REC Board from time to time.

3.2. The functions of the REC PAB shall include:

- (a) ultimate responsibility for the Risk Register and Performance Assurance Methodology;
- (b) make determinations in relation to revisions to the Risk Register;
- (c) monitor compliance with this Code through data analysis;
- (d) make determinations in relation to the application of Performance Assurance Techniques in order to mitigate the risks to REC Service Users and/or REC Service Providers that may result from non-compliance;
- (e) make determinations in relation to breaches of this Code and Events of Default in accordance with Clause 16 (Events of Default and Consequences of Default) of the Main Body of this Code;
- (f) consider escalations where a REC Service User or REC Service Provider fails to comply with a Corrective Action Plan; and
- (g) assess whether any change to this Code would better facilitate any activity of the REC PAB and/or further mitigate any of the risks identified on its Risk Register and instruct ~~the Code Manager~~RECCo accordingly.

3.3. The REC PAB shall have the right at any time and from time to time to delegate or procure the delegation of all or any part of the day-to-day administration of its functions.

4 The role of ~~the Code Manager~~RECCo

4.1. In relation to the PAF, ~~RECCo~~the Code Manager shall perform the functions assigned to it under this Code and ~~may procure Service Capability or appoint REC Service Providers to support the performance of those, and as may be delegated to it by the REC PAB from time to time. These functions shall include those assigned to the Code Manager under its contract with RECCo.~~

4.2. The functions of ~~the Code Manager~~RECCo related to the PAF shall include:

- (a) maintain the Risk Register and Performance Assurance Methodology in accordance with the instructions of the REC PAB, assessing the ongoing applicability of the Risk Register and highlighting where new risks should be added, current risks amended or deleted;

- (b) assess [Performance Data](#), Key Performance Indicators (KPIs) and self-assessment declarations, and where appropriate provide a recommendation to the [REC PAB](#) in relation to compliance by [REC Service Users](#) and [REC Service Providers](#);
- (c) monitor agreed [Corrective Action Plans](#) to ensure activities focus on addressing the root cause of issues, are delivered against agreed timescales, and issues are escalated to the [REC PAB](#) where necessary;
- (d) make recommendations to the [REC PAB](#) on changes to the [Risk Register](#), [Performance Assurance Methodology](#) or this [Code](#);
- (e) prepare and maintain a list of [Performance Assurance Techniques](#) and how these are used to mitigate [Retail Risks](#) (by detecting or preventing their occurrence, or correcting their effects);
- (f) prepare individual [Risk Management Determinations](#) for [REC Service Users](#) or [REC Service Providers](#) where the [REC PAB](#) determines that a [Performance Assurance Technique](#) should be applied to a [REC Service User](#) or [REC Service Provider](#), and deliver assurance activities in accordance with these determinations;
- (g) review the [Address Quality Annual Plan](#) proposed by the [Switching Operator](#) under the [Address Management Schedule](#) and make recommendations to the [REC PAB](#) concerning the [Address Prioritisation Matrix](#);
- (h) prepare the [Annual Performance Assurance Reports](#); and
- (i) manage correspondence and communication with organisations involved in the [PAF](#).

4.3. ~~The Code Manager~~[RECCo](#) shall keep confidential all information that it receives in its role under this Paragraph 4, in accordance with Clause 18 (Confidentiality) of the main body of this [Code](#), unless the intention to publish it has been clearly signalled and agreed.

5 Indemnity

- 5.1. [RECCo](#) shall indemnify each member of the [REC PAB](#) in accordance with Clause 8 (Protections for [RECCo Board](#), ~~[REC Board](#)~~ and [Sub-Committees](#) and [REC Governance Body Members](#)) of the main body of this [Code](#).
- 5.2. ~~Not used Where the Code Manager provides advice or other services to the REC PAB, RECCo shall also indemnify the Code Manager as if the Code Manager had the benefit of the indemnity set out in Clause 8 of the main body of this Code, but without~~

~~prejudice to any claim RECCo has against the Code Manager for breach by the Code Manager of its contract with RECCo.~~

6 Proceedings of the [REC PAB](#)

- 6.1. The [REC PAB](#) shall develop, implement and amend working practices and procedures as it considers necessary for the proper performance of its functions, provided that there is no conflict with the provisions of this [Code](#) or the terms of reference determined by the ~~REC Board~~[RECCo Board](#).
- 6.2. The quorum for a meeting of the [REC PAB](#) shall be as set out in the [REC PAB](#) terms of reference.
- 6.3. To the extent that [REC PAB](#) meetings are held to discuss the [Risk Register](#) or such other business as may appropriately be of interest to [REC Service Users](#) and/or [REC Service Providers](#), the meeting shall be held in open session. ~~The Code Manager~~[RECCo](#) shall publish on the [REC Portal](#) a summary of the business conducted at such meetings, or a copy of the minutes that has been redacted to remove confidential information.
- 6.4. [REC PAB](#) meetings held to discuss or determine matters related to compliance by [REC Service Users](#) and/or [REC Service Providers](#) shall be closed meetings. For closed meetings, meeting notices need only be given to members of the [REC PAB](#) and other attendees permitted in accordance with the terms of reference or specifically at the invitation of the [REC PAB Chair](#). Minutes of closed [REC PAB](#) meetings shall be confidential and only provided to those persons entitled to attend the relevant meeting (or part of the meeting). For meetings related to compliance by a [REC Service User](#) or [REC Service Provider](#), they shall be provided with an extract of the minutes for the part of the meeting they attended, and will be invited to comment upon and/or accept the accuracy of the minutes.
- 6.5. A [REC PAB](#) member shall not participate in the consideration of any matter relating to their [Related Entities](#). The [REC PAB](#) member shall excuse themselves from the meeting (or the relevant part of it), or may be excluded by the [REC PAB Chair](#), and shall not then count towards the quorum.
- 6.6. Each [REC PAB](#) member shall keep confidential all information received in their role as a [REC PAB](#) member, in accordance with Clause 18 (Confidentiality) of the main body of this [Code](#). In particular, a [REC PAB](#) member shall not disclose such confidential information to their employer (or other [Related Entities](#)), unless such disclosure is permitted in accordance with Clause 18 (which includes where disclosure is required by [Law](#)). In the case of any such permitted disclosure, the [REC PAB](#) member shall first give written notice of the intended disclosure to the [REC PAB](#) (unless not permitted to do so by [Law](#)).

- 6.7. Each decision of the [REC PAB](#) may be appealed by one or more of the [REC Service Users](#) or [REC Service Providers](#) likely to be affected by that decision, and/or by Citizens Advice or Citizens Advice Scotland.
- 6.8. Appeals against [REC PAB](#) decisions ~~shall~~will be determined by the ~~RECCo REC Board acting as an appeal body, and~~, whose decision on whether to uphold or overturn the [REC PAB](#) decision shall be final.
- 6.9. The ~~REC Board~~[RECCo Board](#) may allow an appeal where it has been demonstrated to its satisfaction that a decision made by the [REC PAB](#), or its failure to make a decision on a matter duly put to it:
- (a) is incompatible with this [Code](#) or the [REC PAB](#)'s terms of reference; or
 - (b) will cause one or more [REC Service User](#) and/or [REC Service Provider](#)s to be in breach of any [Law](#), [Energy Licence](#) and/or [Energy Code](#).
- 6.10. Matters of non-compliance which are serious, systemic and/or which the [REC PAB](#) does not reasonably consider it has the ability to address, or has made reasonable efforts to address including escalation of the matter through its established procedures without success, may be referred to the [Authority](#) together with such information as the [REC PAB](#) considers relevant and/or the [Authority](#) may subsequently request.
- 6.11. In the event that the [Authority](#) refers a matter to the [REC PAB](#) (or back to the [REC PAB](#)), the [REC PAB](#) shall take reasonable steps to comply with any direction, instruction or guidance as may be included in the referral.

7 [Performance Assurance](#) Procedures

[Performance Assurance Methodology](#)

- 7.1. ~~The Code Manager~~[RECCo](#) shall prepare and obtain the [REC PAB](#)'s approval of the [Performance Assurance Methodology](#). The [Performance Assurance Methodology](#) must describe the process to be used for:
- (a) identifying and evaluating the risks which are [Retail Risks](#);
 - (b) assessing the materiality of [Retail Risks](#) in relation to [REC Service Users](#) and [Consumers](#); and
 - (c) applying [Performance Assurance Techniques](#) to monitor performance, incentivise compliance and otherwise mitigate [Retail Risks](#).

- 7.2. To the extent that it would not compromise the aims and effectiveness of the [PAF](#), ~~the Code ManagerRECCo~~ shall publish the approved [Performance Assurance Methodology](#) on the [REC Portal](#).
- 7.3. ~~The Code ManagerRECCo~~ shall periodically (at least annually) review, and report to the [REC PAB](#) on, the [Performance Assurance Methodology](#) to ensure it remains fit for purpose.
- 7.4. Where ~~the Code ManagerRECCo~~ considers that a change to the [Performance Assurance Methodology](#) would further the aims of the [PAF](#) and/or further facilitate the [REC Objectives](#), ~~the Code ManagerRECCo~~ shall:
- (a) to the extent that it would not compromise the aims and effectiveness of the [PAF](#), issue a draft of the [Performance Assurance Methodology](#) for consultation with [REC Service Users](#), [REC Service Providers](#), Citizens Advice, Citizens Advice Scotland and such other stakeholders as ~~the Code ManagerRECCo~~ considers appropriate;
 - (b) consider any comments received during that consultation and make any amendments to the draft that it considers appropriate in light of those comments; and
 - (c) present the draft [Performance Assurance Methodology](#) (including any amendments following consultation) to the [REC PAB](#) for approval.
- 7.5. In the event that the [REC PAB](#) does not approve the draft [Performance Assurance Methodology](#), it shall give ~~the Code ManagerRECCo~~ clear instructions on what further steps and or revisions may be required in order to achieve its approval, including whether or not a further consultation should be undertaken before the draft is resubmitted.

Risk Register

- 7.6. ~~The Code ManagerRECCo~~ shall:
- (a) identify and evaluate [Retail Risks](#), by applying the [Performance Assurance Methodology](#);
 - (b) prepare and obtain the [REC PAB](#)'s approval of the [Risk Register](#), setting out the [Retail Risks](#) and the significance of each such [Retail Risk](#);
 - (c) publish the approved [Risk Register](#) on the [REC Portal](#); and
 - (d) periodically (at least annually) review, and report to the [REC PAB](#) on, the [Risk Register](#) to ensure it remains fit for purpose.

- 7.7. In relation to the initial establishment of the [Risk Register](#) and each review of the [Risk Register](#), ~~the Code ManagerRECCo~~ shall follow the same process as applies to the [Performance Assurance Methodology](#) under Paragraphs 7.4 and 7.5.

Performance Assurance Operating Plan

- 7.8. ~~The Code ManagerRECCo~~ shall prepare and obtain the [REC PAB](#)'s approval of a [Performance Assurance Operating Plan](#). The [Performance Assurance Operating Plan](#) shall set out the [Performance Assurance Technique](#)(s) that are to be applied in relation to each [Retail Risk](#) identified in the [Risk Register](#), together with the forecast cost (whether to [RECCo](#) and/or to [REC Service Users](#) and/or [REC Service Providers](#)) of implementing each relevant technique.
- 7.9. ~~The Code ManagerRECCo~~ shall review, and report to the [REC PAB](#) on, the [Performance Assurance Operating Plan](#) at least annually to ensure it remains fit for purpose.
- 7.10. Once approved, ~~the Code ManagerRECCo~~ shall review the [Performance Assurance Operating Plan](#) at least annually. Changes may also be proposed to the [Performance Assurance Operating Plan](#) on an ad-hoc basis, for example to reflect changes to this [Code](#) that may require additional assurance provisions to be put in place, in accordance with the process set out in the [Performance Assurance Methodology](#).
- 7.11. Where the [REC PAB](#) approves a revision of the [Risk Register](#), ~~the Code ManagerRECCo~~ shall consider whether corresponding revisions are required to the [Performance Assurance Operating Plan](#). If ~~the Code ManagerRECCo~~ determines that changes are required, then it shall present a revised [Performance Assurance Operating Plan](#) to the [REC PAB](#) for approval.

Risk Management Determinations

- 7.12. ~~The Code ManagerRECCo~~ shall make a [Risk Management Determination](#) in relation to each [REC Service User](#) and [REC Service Provider](#). The [Risk Management Determination](#) shall be a determination (in accordance with the [Performance Assurance Methodology](#)) of which [Retail Risks](#) in the [Risk Register](#) are relevant to the particular [REC Service User](#) or [REC Service Provider](#) (based on class materiality and individual materiality), and the [Performance Assurance Techniques](#) that are to be applied (and the manner in which they are to be applied) in relation to each such [Retail Risk](#).
- 7.13. Having made an initial [Risk Management Determination](#) for each [REC Service User](#) and [REC Service Provider](#) in accordance with Paragraph 7.12, ~~the Code ManagerRECCo~~ shall:
- (a) notify the [REC Service User](#) or [REC Service Provider](#) of the [Risk Management](#)



Determination (and any revised Risk Management Determination) made for it; and

- (b) thereafter from time to time re-assess and revise the Risk Management Determination for each REC Service User and REC Service Provider where its circumstances change or there is a change to the Performance Assurance Operating Plan.

7.14. A REC Service User or REC Service Provider shall be entitled to request a re-assessment of its Risk Management Determination by ~~the Code Manager~~RECCo where the REC Service User or REC Service Provider considers that:

- (a) ~~the Code Manager~~RECCo has given undue weight to the risk or likelihood of occurrence in the REC Service User's or REC Service Provider's Risk Management Determination; or
- (b) there is a relevant change in the circumstances of the REC Service User or REC Service Provider.

7.15. Where a REC Service User or REC Service Provider disagrees with the contents of a Risk Management Determination which applies to it, and cannot come to an agreement with ~~the Code Manager~~RECCo on a suitable revision to it, then the REC Service User or REC Service Provider in question may refer the matter to the REC PAB for determination. In such circumstances, the REC Service User or REC Service Provider shall be informed of the REC PAB meeting at which the matter is to be determined and shall be entitled to submit representations to the REC PAB and/or attend the REC PAB meeting for that item of business only.

Administering and Implementation of Performance Assurance Techniques

7.16. ~~The Code Manager~~RECCo shall apply and implement Performance Assurance Techniques in accordance with the Performance Assurance Operating Plan and each Risk Management Determination.

7.17. The Performance Assurance Technique(s) to be applied in respect of each Retail Risk shall be techniques specified as applicable to such risk in the Performance Assurance Operating Plan; but the techniques to be applied (and the manner and extent to which they are to be applied) to individual REC Service Users and REC Service Providers shall be as described in the applicable Risk Management Determination.

7.18. REC Service Users of the same class may be subject to different Performance Assurance Techniques to reflect individual materiality of the Retail Risks.

Annual Performance Assurance Report

7.19. Following the end of each Financial Year, ~~the Code Manager~~RECCo shall prepare an Annual Performance Assurance Report for the year. The Annual Performance Report shall set out the following information in respect of the relevant year:

- (a) the results of the risk evaluation and risk assurance procedures, in particular, the extent to which the application of Performance Assurance Techniques mitigated the Retail Risks in the Risk Register;
- (b) the actual costs to RECCo, and (as far as reasonably practicable) to REC Service Users and REC Service Providers, of implementing the Performance Assurance Techniques, and a comparison against the estimated costs set out in the Performance Assurance Operating Plan (with an explanation of any differences);
- (c) any recommendations to modify existing Performance Assurance Techniques or establish new Performance Assurance Techniques; and
- (d) the benefits (including any cost savings) of any modifications to Performance Assurance Techniques.

7.20. The Annual Performance Assurance Report shall be published on the REC Portal.

Modification Proposal ~~Change Proposal~~ Recommendations

7.21. The REC PAB may, at any time, request that ~~RECCo~~~~the Code Manager~~ raise a ~~Modification Proposal~~~~Change Proposal~~ to this Code in order to:

- (a) remedy any error, ambiguity, inconsistency or deficiency which emerges as a result of the exercise of the REC PAB's functions;
- (b) remove obligations that are overly onerous or prescriptive and do not impact the Consumer experience;
- (c) introduce or enhance controls for key risk; or
- (d) establish a new Performance Assurance Technique or modify an existing Performance Assurance Technique.

7.22. Where ~~the Code Manager~~RECCo receives such a request from the REC PAB and considers that the intent of the proposal could be better fulfilled through alternative means, including through an alternative change to this Code, ~~the Code Manager~~RECCo shall make such recommendation to the REC PAB.

- 7.23. Once the [REC PAB](#) has determined, including taking into consideration any recommendation of ~~the Code ManagerRECCo~~, to progress a change to this [Code](#), ~~the Code ManagerRECCo~~ shall raise that ~~Change Proposal~~[Modification Proposal](#).

Address Quality Objective

- 7.24. ~~The Code ManagerRECCo~~ shall prepare and obtain the [REC PAB](#)'s approval of a matrix, known as the [Address Prioritisation Matrix](#), which:
- (a) provides for the activities to be undertaken by each [Energy Supplier](#), [Gas Retail Data Agent](#) and [Electricity Retail Data Agent](#) to improve [REL Address](#) data quality;
 - (b) separately identifies the roles of each [Energy Supplier](#), [Gas Retail Data Agent](#) and [Electricity Retail Data Agent](#);
 - (c) identifies categories of address quality issues and an order of priority and targets to be followed in respect of each category of issue; and
 - (d) shall be published on the [REC Portal](#).
- 7.25. ~~The Code ManagerRECCo~~ shall periodically (at least annually) review, and report to the [REC PAB](#) on, the [Address Prioritisation Matrix](#) including consideration of recommendations provided by the [CRS Provider](#) under its [Address Quality Annual Plan](#).
- 7.26. The [REC PAB](#) may from time to time direct that changes are made to the [Address Prioritisation Matrix](#). The [REC PAB](#) may rely upon the consultations undertaken by the [CRS Provider](#) in respect of its [Address Quality Annual Plan](#) (to the extent that the [REC PAB](#) considers such consultation adequate), or may undertake its own consultation in respect of proposed changes.
- 7.27. [CRS Provider](#) shall provide to the [REC PAB](#) and ~~the Code ManagerRECCo~~ such information as ~~the Code ManagerRECCo~~ reasonably requests from time to time in order to track compliance with the [Address Quality Annual Plan](#) and the [Address Prioritisation Matrix](#).

8 Performance Assurance Techniques

- 8.1. The [REC PAB](#) shall prepare, and may from time to time amend, a list of [Performance Assurance Techniques](#).
- 8.2. The [Performance Assurance Techniques](#) shall be the provisions of this [Code](#) and/or processes established pursuant to provisions of this [Code](#), which the [REC PAB](#) considers should be available as a toolkit for the [REC PAB](#) and/or ~~the Code~~.

~~Manager~~RECCo to draw upon in order to mitigate one or more of the [Retail Risks](#) identified within the [Risk Register](#).

8.3. The list of [Performance Assurance Techniques](#) (including the [Table of Performance Charges](#)), and any amendments to them, shall be published on the [REC Portal](#).

8.4. Amendments to the [Performance Assurance Techniques](#) (including the [Table of Performance Charges](#)) are to be made and approved by the [REC PAB](#), and to the extent provided for in the [REC PAB](#)'s terms of reference, may be changed at the discretion of the [REC PAB](#) without the necessity of a ~~Change Proposal~~[Modification Proposal](#) being raised in accordance with the ~~Change Management Schedule~~[Code Modification Schedule](#).

9 Provision of data

9.1. Each [REC Service User](#) and each [REC Service Provider](#) shall ensure that the [REC PAB](#) is provided with such data as the [REC PAB](#) may from time to time reasonably request for the purposes of fulfilling its functions. The requested data shall be provided in accordance with the format, frequency and timescales set out in the [Performance Assurance Report Catalogue](#) that may be consulted upon and approved by the [REC PAB](#) from time to time.

9.2. Where reasonably practicable, such data shall be obtained by the [REC PAB](#) from central sources established under this [Code](#) or any other [Energy Code](#), and each [Party](#) shall take reasonable steps within its control to ensure that such data is made available to the [REC PAB](#).

9.3. A [REC Service User](#) or [REC Service Provider](#) is not required to provide any data under this Paragraph 9 which it could not be compelled to produce in evidence in civil proceedings before the UK courts.

10 Sandbox

10.1. The [REC PAB](#) shall establish a procedure whereby a current or prospective [Party](#) may apply for the temporary derogation from any requirement in this [Code](#) for the purpose of trialling a new product, service or business model. The form of derogation may include a full derogation from the relevant provision or the setting to zero of any liability payment that would otherwise apply to the [Party](#). Such applications are known as [Sandbox Applications](#).

10.2. ~~The Code Manager~~RECCo shall, in respect of each [Sandbox Application](#) received, add it to the [Sandbox Register](#) and prepare a [Sandbox Report](#) containing the information listed at Paragraph 10.4.

10.3. ~~The Code Manager~~RECCo shall not be required to conduct an evaluation of a

[Sandbox Application](#) or submit a draft [Sandbox Report](#) to the [REC PAB](#) until the applicant has provided all the information that ~~the Code Manager~~[RECCo](#) reasonably requires in order to conduct such evaluation and prepare a [Sandbox Report](#).

10.4. The [Sandbox Report](#) shall:

- (a) be addressed and delivered to the [REC PAB](#);
- (b) specify the identity of the [Sandbox Applicant](#);
- (c) specify the [Party](#) or [Parties](#) seeking the derogation (if not the [Sandbox Applicant](#));
- (d) set out the requested derogation from this [Code](#);
- (e) set out the reason for the derogation;
- (f) as far as possible, identify any impact on [Parties](#) including applicable costs (if any);
- (g) state the period of the requested derogation (for which the maximum shall be no longer than two years from the [REC PAB](#)'s approval of such derogation);
- (h) state the reason(s) why the derogation better facilitates the [REC Objectives](#) than requiring compliance with the relevant provision(s) of this [Code](#);
- (i) make recommendations as to any conditions which the [REC PAB](#) may wish to attach to the derogation; and,
- (j) set out a reporting plan, which shall include key milestones and/or dates by which the [Sandbox Applicant](#) will report on the progress of the trial to ~~the Code Manager~~[RECCo](#) and/or ~~the Code Manager~~[RECCo](#) report on progress to the [REC PAB](#), as the case may be.

10.5. Following receipt of a [Sandbox Report](#), the [REC PAB](#) shall either:

- (a) identify any additional work or significant amendment to the [Sandbox Report](#) that the [REC PAB](#) reasonably requires in order to make a determination on it; or
- (b) give an indicative view on whether or not it is minded to agree to the derogation request and what if any conditions it proposes to attach to that derogation, and instruct ~~the Code Manager~~[RECCo](#) to consult with [Parties](#), the [Authority](#) and other interested stakeholders in respect to the [Sandbox Application](#).

- 10.6. Where representations are made pursuant to the consultation under Paragraph 10.5(b), ~~the Code ManagerRECCo~~ shall, as soon as reasonably practicable after receipt of those representations (and unless such representations or objections have been marked as confidential), publish those representations or objections on the [Sandbox Register](#).
- 10.7. Following the end of the consultation under Paragraph 10.5(b), ~~the Code ManagerRECCo~~ shall, having regard to the representations received, make a recommendation to the [REC PAB](#) as to whether it should accept or reject the [Sandbox Application](#), including any revision to the conditions it considers appropriate.
- 10.8. Upon receipt of such recommendation from ~~the Code ManagerRECCo~~, the [REC PAB](#) shall consider ~~the Code ManagerRECCo's~~ recommendation and any and all representations received, and either:
- (a) determine whether to approve or reject the [Sandbox Application](#); or
 - (b) direct ~~the Code ManagerRECCo~~ to undertake additional analysis to address any new issues that have arisen as a result of the representations or otherwise.
- 10.9. Any additional analysis directed under Paragraph 10.8(b) shall be limited to the impacts that may arise from the granting of the derogation request, as would ordinarily be within scope of a [Sandbox Report](#), and should not cause the [REC PAB](#) determination to be delayed by any more than one month. Following any such additional analysis, ~~the Code ManagerRECCo~~ shall submit an updated recommendation, and the [REC PAB](#) shall make a determination whether to approve or reject the [Sandbox Application](#).
- 10.10. In making a determination pursuant to Paragraph 10.8 or 10.9, the [REC PAB](#) may follow such procedure, and have regard to such matters in addition to those specified those paragraphs, as it considers appropriate.
- 10.11. ~~The Code ManagerRECCo~~ shall, as soon as is reasonably practicable after the determination of the [REC PAB](#) under Paragraph 10.8 or 10.9, notify the [Sandbox Applicant](#) and shall ensure that the [Sandbox Register](#) is updated so as to indicate the decision made in relation to the [Sandbox Application](#).
- 10.12. The [REC PAB](#) may, from time to time and as it sees fit, resolve to retract any derogation, or to amend or add to the conditions applicable to that derogation.
- 10.13. In respect of each approved [Sandbox Application](#), following completion of the derogation period, ~~the Code ManagerRECCo~~ shall submit an evaluation report to the [REC PAB](#) including:

- (a) any lessons learnt from the application process and reporting that could be applied to any future [Sandbox Application](#);
- (b) an evaluation of the impacts and approximate cost, if any, that the derogation had on [RECCo](#), [REC Service Users](#), [REC Service Providers](#) and/or processes pursuant to this [Code](#);
- (c) an assessment of whether the derogation had a positive or negative impact on the achievement of the [REC Objectives](#); and
- (d) a recommendation on whether the derogation provided to the [Sandbox Applicant](#) should be extended to other current or prospective [Parties](#) and whether this should appropriately be done through an enduring change to this [Code](#).

10.14. The [REC PAB](#) shall consider the content of ~~the Code Manager~~[RECCo](#) report and, subject to any revision that ~~the Code Manager~~[RECCo](#) may agree to make as a result of discussions, shall:

- (a) confirm which if any of the recommendations in the report it determines should be taken forward and given effect;
- (b) confirm which, if any, of the recommendations it does not agree with and the reasons why;
- (c) instruct ~~the Code Manager~~[RECCo](#) to include the [REC PAB](#)'s views in the evaluation report and to publish that report on the [REC Portal](#); and
- (d) where applicable, instruct ~~the Code Manager~~[RECCo](#) to raise the appropriate ~~Change Proposal~~[Modification Proposal](#)(s) on behalf of the [REC PAB](#), to give effect to its determination under this Paragraph 10.14.

10.15. The derogations granted by the [REC PAB](#) pursuant to this Paragraph 10 may only provide derogations from the requirements of this [Code](#), and are without prejudice to requirements of [Energy Licences](#) or other [Energy Codes](#).

Annex A: Performance Charges and Performance Levels

1 Introduction

- 1.1 This Annex A sets out the process for establishing, administering and applying the Performance Charges and Performance Levels.
- 1.2 Each REC Service User and REC Service Provider acknowledges and agrees that each Performance Charge represents a genuine pre-estimate of the loss likely to be suffered by other REC Service Users and REC Service Providers and/or by Consumers (individually or collectively), as a result of the particular failure to which the Performance Charge applies.
- 1.3 For clarity, nothing in this Annex A is intended to limit the following:
- a) the application of other Performance Assurance Techniques;
 - b) in the case of REC Service Providers contracted by RECCo, the liability of those REC Service Providers under those contracts;
 - c) the rights, powers, duties and obligations of each holder of an Energy Licence under its Energy Licence;
 - d) the rights, powers and duties of the Authority or the Secretary of State; and/or
 - e) the liability of REC Service Users and Parties that are not REC Service Users to one another under this Code, subject to the limitations of liability set out in Clause 14 of the main body of this Code.

2 Performance Levels

- 2.1 Each REC Service User and REC Service Provider shall, without prejudice to its other obligations under this Code, comply with the Performance Levels set out in the Table of Performance Charges.
- 2.2 Each REC Service User and REC Service Provider acknowledges that the Performance Levels represent the minimum requirements to be achieved.
- 2.3 The CRS Provider's Performance Levels which are subject to Performance Charges are governed by paragraph 5 below.

3 Performance Charges

- 3.1 A REC Service User or REC Service Provider that fails to meet one or more Performance Levels shall pay the applicable Performance Charge to RECCo (subject to and in accordance with this Paragraph 3).
- 3.2 Unless otherwise expressly stated, the Performance Charges are cumulative and not



mutually exclusive of one another. The [Table of Performance Charges](#) may nevertheless include maximum liability caps.

3.3 ~~The Code ManagerRECCo~~ shall report to the [REC PAB](#) on whether each [REC Service User](#) and [REC Service Provider](#) has or has not complied with each applicable [Performance Level](#) as soon as reasonably practicable after the end of the period covered by that [Performance Level](#). ~~The Code ManagerRECCo~~ shall base its report on the [Performance Reports](#) and any additional evidence as may be available to ~~the Code ManagerRECCo~~, and ~~the Code ManagerRECCo~~ may include adjustments to the data as it considers appropriate to reflect specific circumstances (which adjustments must be highlighted to the [REC PAB](#)).

3.4 The circumstances referred to in Paragraph 3.3 include:

- (a) any relevant derogation that may have applied during the assessment period for the [Performance Level](#); and
- (b) any evidence that may have been provided demonstrating to ~~the Code ManagerRECCo~~'s satisfaction the existence of genuine extenuating circumstances.

3.5 In respect of each [REC Service User](#) or [REC Service Provider](#) which has not complied with an applicable [Performance Level](#), the [REC PAB](#) shall determine (without undue discrimination) whether the applicable [Performance Charge](#) shall be payable.

3.6 The [REC PAB](#) shall have discretion to determine that particular [Performance Charges](#) need not be paid (or may be suspended subject to conditions) if:

- (a) the [REC Service User](#) or [REC Service Provider](#) has or has not recently and/or historically failed to meet the [Performance Level](#)(s) that are the subject of [REC PAB](#) determination;
- (b) the [REC PAB](#) accepts that the [REC Service User](#) or [REC Service Provider](#) has made reasonable efforts to remedy the situation; and/or
- (c) the [REC PAB](#) otherwise believes that suspension of the [Performance Charge](#) pending a further period of remedial action will better facilitate the [REC Objectives](#) than immediate application of the charge.

3.7 Following each determination under Paragraph 3.5, ~~the Code ManagerRECCo~~ shall notify each [REC Service User](#) and each [REC Service Provider](#) of the [Performance Charges](#) (if any) due from it, with a clear indication as to which [Performance Level](#)(s) and period(s) the charge(s) relate.

3.8 In the event that the [REC PAB](#) determines to suspend a [Performance Charge](#) that would otherwise have been payable, the [REC PAB](#) shall notify ~~the Code ManagerRECCo~~ and the relevant [REC Service User](#) or [REC Service Provider](#) of the conditions that apply to the suspension and the period in which such conditions must be fulfilled.

- 3.9 ~~The Code Manager~~RECCo shall ensure that the [Performance Charge](#) payable by each [REC Service User](#) are included in the next invoice to be raised by [RECCo](#) for that [REC Service User](#), unless a different period of recovery has been agreed with the [REC PAB](#) (or the [RECCo](#) invoice is due to be issued in less than 3 days, in which case the [Performance Charge](#) shall be carried over to the following invoice).
- 3.10 [Performance Charges](#) payable by a [REC Service Provider](#) shall reduce the amount that would otherwise be payable to a [REC Service Provider](#). In the case of the [CRS Provider](#), the [Performance Charges](#) for performance during each [Quarter](#) shall be included as a reduction to the next monthly invoice issued to [RECCo](#) following the [REC PAB](#)'s decision to apply [Performance Charges](#) (to be issued under Clause 9.25 of the main body of this [Code](#)).
- 3.11 ~~The Code Manager~~RECCo shall keep a record of all [Performance Charges](#) applied and the [Performance Levels](#) to which they related, for inclusion in the following [Annual Performance Assurance Report](#).
- 3.12 All [Performance Charges](#) are exclusive of VAT, which shall be payable in addition if applicable in accordance with [Law](#).
- 3.13 The [Performance Charges](#) for the [CRS Service Provider](#) are governed by Paragraph 5 below.

4 [Table of Performance Charges](#)

- 4.1 The [REC PAB](#) shall from time to time approve and publish a table setting out the [Performance Levels](#) and any [Performance Charges](#) that may be applied if such [Performance Levels](#) are not achieved.

5 [CRS Provider Performance Levels](#)

- 5.1 The [Performance Charges](#) for the [CRS Provider](#) are based on the [CRS Provider](#)'s performance against the [Service Availability](#) and [Performance Levels](#) set out in the [Central Switching Service](#) Definition, the [CSS Certificate Authority Service](#) Definition, and the [Switching Operator Service](#) Definition. For the purposes of this Paragraph 5, references to [Performance Levels](#) shall include [Service Availability](#) requirements set out in the [Service Definitions](#).
- 5.2 The [CRS Provider](#)'s maximum revenue at risk in respect of [Performance Charges](#) is determined under the [DCC Licence](#) pursuant to the [Switching](#) Incentive Regime Guidance (as defined in the [DCC Licence](#)), which sets out the percentage of the [Centralised Registration Service](#) Margin (as defined in the [DCC Licence](#)) which is at risk in respect of the [Performance Levels](#) under this [Code](#).
- 5.3 Before the start of each given [Financial Year](#), the [REC PAB](#) shall determine the amount of the maximum [Performance Charges](#) which can be applied to the [CRS Provider](#) in respect of each [Quarter](#) of the given [Financial Year](#) (which shall be known as the



[Maximum Quarterly CRS Performance Charge](#)). The [REC PAB](#) shall determine the [Maximum Quarterly CRS Performance Charge](#) using:

- (a) the [CRS Provider](#)'s forecast of its costs and margin provided under Clause 9 of the main body of this [Code](#);
- (b) the percentage referred to in Paragraph 5.2 above; and
- (c) 25% of the annual figure for each [Quarter](#) (or pro rata if the [Financial Year](#) is less than 12 months).

5.4 Before the start of each given [Financial Year](#), the [REC PAB](#) shall publish (for the given [Financial Year](#)) the [Maximum Quarterly CRS Performance Charge](#) and the [CRS Provider](#)'s [Performance Charges](#). The [CRS Provider](#)'s [Performance Charges](#) shall be calculated on the basis of the [Performance Measurement Groups](#) as described in Paragraph 5.5 below.

5.5 The metrics for the [CRS Provider](#)'s [Performance Levels](#) have been grouped into [Performance Measurement Groups](#) as set out below:

Performance Measurement Groups	Total Number of Metrics in the Group	Relative Weighting
User Support	18 metrics	30%
Service Availability	7 metrics	50%
Responsiveness and BCDR	16 metrics	20%

- (a) As indicated in the table above, each of the [Performance Measurement Groups](#) is allocated a relative maximum weighting to apply in the event of a fundamental failure for that [Performance Measurement Group](#). A [Performance Measurement Group](#) is allocated jointly to Responsiveness and BCDR. BCDR metrics only apply when BCDR events occur. In a [Quarter](#) where no BCDR events take place, or events take place and all BCDR metrics are met, the [Performance Charge](#) will be based on the Responsiveness metrics only. In a [Quarter](#) where one or more BCDR metrics are missed, the maximum percentage of the [Performance Charge](#) provided for in the table above will be charged.
- (b) The [Performance Levels](#) for each [Performance Measurement Group](#) are set out in the table below:

Performance Level

	User Support	Service Availability	Responsiveness and BCDR	Performance Charge
Relative weighting	30%	50%	20%	Percentage

Failure Threshold

	User Support	Service Availability	Responsiveness	BCDR	Performance Change Percentage
On target	0-3	0	0-2	0	0%
Minor failure	4	n/a	3	n/a	15%
Serious failure	n/a	1	4	n/a	30%
Severe failure	5	2	5	n/a	60%
Fundamental failure	6+	3+	6+	1	100%

- (c) The [Performance Charges](#) for the [CRS Provider](#) shall be the applicable percentage of the [Maximum Quarterly CRS Performance Charge](#) based on performance in each [Quarter](#) against the [Performance Levels](#) for the [Performance Measurement Groups](#), as set out in the following table:

Percentage of Maximum Quarterly CRS Performance Charge			
	User Support	Service Availability	Responsiveness and BCDR
On target	0.0%	0.0%	0.0%
Minor failure	4.5%	n/a	3.0%
Serious failure	9.0%	15.0%	6.0%
Severe failure	18.0%	30.0%	12.0%
Fundamental failure	30.0%	50.0%	20.0%

- (d) The [Performance Levels](#) for each [Performance Measurement Groups](#) (as set out in Paragraph 5.5(b) above) are determined based on the [Performance Levels](#) for the individual metrics within that group, as follows (for which purpose, the beginning of the metric reference corresponds to the paragraph number of the applicable [Service Definition](#)):

Service Definition	Group	Metric Reference	Metric Description (Per Quarter)
CSS	User Support	5.2.1	Percentage of Priority 1 Switching Incident s responded to within SLA (30 mins)
CSS	User Support	5.2.3	Percentage of Priority 2 Switching Incident s Responded to within SLA (1 hour)
CSS	User Support	5.2.5	Percentage of Priority 3 Switching Incident s responded to within SLA (3 working hours)
Switching Operator	User Support	5.2.1	Percentage of Priority 1 Switching Incident s responded to within SLA (30 mins)
Switching Operator	User Support	5.2.2	Percentage of Priority 1 DCC Switching Incident s resolved within SLA (4 hours)
Switching Operator	User Support	5.2.3	Percentage of Priority 2 Switching Incident s responded to within SLA (1 hour)
Switching Operator	User Support	5.2.4	Percentage of Priority 2 Switching Incident s resolved within SLA (24 hours)
Switching Operator	User Support	5.2.5	Percentage of Priority 3 Switching Incident s responded to within SLA (3 working hours)
Switching Operator	User Support	5.2.6.a	Percentage of Priority 3 Switching Incident s resolved within SLA (3 working days)
Switching Operator	User Support	5.2.6.b	Percentage of Priority 3 Switching Incident s resolved within SLA (6 working days)
Switching Operator	User Support	5.2.7	Percentage of Priority 4 Switching Incident s responded to within SLA (1 working day)
Switching Operator	User Support	5.2.8.a	Percentage of Priority 4 Switching Incident s resolved within SLA (10 working days)
Switching Operator	User Support	5.2.8.b	Percentage of Priority 4 Switching Incident s resolved within SLA (20 working days)

Switching Operator	User Support	5.4.1	Percentage of Priority 1 Switching Service Requests resolved within SLA (1 Working Days)
Switching Operator	User Support	5.4.2	Percentage of Priority 2 Switching Service Requests resolved within SLA (2 Working Days)
Switching Operator	User Support	5.4.3	Percentage of Priority 3 Switching Service Requests resolved within SLA (3 Working Days)
Switching Operator	User Support	5.4.4	Percentage of Priority 4 Switching Service Requests resolved within SLA (10 Working Days)
CSS	User Support	5.2.7	Percentage of Priority 4 Switching Incidents responded to within SLA (1 working day)
CSS	Service Availability	4.4	Where there is an unplanned outage what percentage of instances did normal operations resume within one hour
CSS	Service Availability	4.2.1	Percentage availability of the CSS excluding scheduled maintenance periods
CSS	Service Availability	4.2.2	Percentage availability of the CSS connection excluding scheduled maintenance
CSS Certificate Authority	Service Availability	4.2	Percentage availability of CSS Certificate Authority Service excluding scheduled maintenance periods
Switching Operator	Service Availability	4.4.1	Percentage availability of Switching Service Management System and Switching Portal
Switching Operator	Service Availability	4.4.2	Number of hours of scheduled maintenance
Switching Operator	Service Availability	4.5.2	Percentage of notifications provided to Market Participants for Scheduled Maintenance within SLA (advance notice of at least 8 Working Days)
CSS	Responsiveness	6.4	Percentage of GB Standardised Address List updates within 3 Working Days of receipt

CSS	Responsiveness	6.5	Percentage of reporting data made available within 2 working hours of request for data
CSS Certificate Authority	Responsiveness	6.2	Percentage of Certificate Revocation List update times within SLA where a security certificate has been compromised (4 hours)
CSS Certificate Authority	BCDR	6.3	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the CSS Certificate Authority greater than 8 hours
CSS Certificate Authority	BCDR	6.4	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the CSS Certificate Authority greater than 15 minutes
CSS	BCDR	6.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the registration service and address management service greater than 8 hours
CSS	BCDR	6.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the registration service greater than 30 minutes
CSS	BCDR	6.8	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the Address Management Service greater than 120 minutes
CSS	Responsiveness	6.1.a	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a mean time of 2 seconds or less
CSS	Responsiveness	6.1.b	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a 90th percentile time of 4 seconds or less

CSS	Responsiveness	6.2.a	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a mean time of 3 seconds or less
CSS	Responsiveness	6.2.b	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a 90th percentile time of 6 seconds or less
CSS	Responsiveness	6.3.a	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a mean time of 35 minutes or less
CSS	Responsiveness	6.3.b	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a 90th percentile time of 40 minutes or less
Switching Operator	BCDR	5.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the switching operator service greater than 8 hours
Switching Operator	BCDR	5.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the switching operator service greater than 30 minutes

5.6 ~~The Code ManagerRECCo~~ shall measure the [CRS Provider](#)'s performance against the [Performance Levels](#) in each month of a given [Quarter](#) (for each metric individually and for each [Performance Measurement Group](#) as a whole), and report to the [REC PAB](#) on such performance. The [CRS Provider](#) shall co-operate with such monitoring and reporting, and provide such reasonable assistance as ~~the Code ManagerRECCo~~ may request.

5.7 Where the [CRS Provider](#) fails against a single [Performance Level](#) on more than one occasion during a [Quarter](#), each instance of failure shall be considered a separate missed Performance Level for the purposes of calculating the [Performance Charge](#) for that [Quarter](#).

5.8 Where more than one [Performance Level](#) failure occurs as the result of a single issue or incident, and if the [REC PAB](#) is satisfied that the nature of the issue or incident made it inevitable that more than one [Performance Level](#) would be triggered, then the [REC PAB](#) shall treat those related [Performance Level](#) failures as one instance of a missed

[Performance Level](#) for the purposes of calculating the [Performance Charge](#). Where the [CRS Provider](#) wishes the [REC PAB](#) to combine [Performance Level](#) failures as described in this Paragraph 5.7 in relation to a given [Quarter](#), the [CRS Provider](#) shall make its submissions to the [REC PAB](#) within 20 [Working Days](#) following the end of the given month to which the [Performance Level](#) failure relates.

- 5.9 Within 20 [Working Days](#) following the end of a given month, the [CRS Provider](#) may submit a request to the [REC PAB](#) (with supporting evidence) requesting that one or more missed [Performance Levels](#) during the given month are excused by reason of [Force Majeure](#). The [REC PAB](#) shall consider the evidence submitted and determine whether or not to disregard the missed [Performance Levels](#) for the purpose of calculating the [Performance Charges](#) for the relevant [Quarter](#).
- 5.10 The decision of the [REC PAB](#) under Paragraphs 5.7 and 5.8 shall be final and binding in relation to the [CRS Provider](#)'s performance against the [Performance Levels](#) (subject to Paragraph 5.10 below).
- 5.11 For clarity, the decisions of the [REC PAB](#) under this Paragraph 5 and the amounts of the [Performance Charges](#) applied to the [CRS Provider](#) by the [REC PAB](#) are always without prejudice to the discretion of the [Authority](#) and the application of the Price Control Conditions (as defined in the [DCC Licence](#)). Without limitation, the [CRS Provider](#) may submit to the [Authority](#) (further) evidence concerning missed [Performance Levels](#) which the [CRS Provider](#) considers were not reasonably within its control, subject to the [Switching Incentive](#) Regime Guidance (as defined in the [DCC Licence](#)).
- 5.12 Following the [Authority](#)'s decision as to the [CRS Provider](#)'s allowed revenue for a [Financial Year](#), any difference in approach as compared to the [Performance Charges](#) which were applied by the [REC PAB](#) in respect of that [Financial Year](#) will be taken into account in determining the budget for the following [Financial Year](#).
- 5.13 The [REC PAB](#) may publish the [CRS Provider](#)'s [Performance Reports](#), or may publish details of the [CRS Provider](#)'s performance against some or all of the [Performance Levels](#) (whether presented individually or aggregated by [Performance Measurement Group](#) or otherwise). The [REC PAB](#) shall notify the [CRS Provider](#) and other [Parties](#) of each such publication.