
Secure Data Exchange

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SCHEDULE 17

Secure Data Exchange

Version: 4.02.0

Effective Date: Code Manager Licence Effective Date~~1 September 2021~~

Domestic Suppliers	Mandatory
Non-Domestic Suppliers	Mandatory (electricity only)
Gas Transporters	N/A
Distribution Network Operators	Mandatory
DCC	N/A
Metering Equipment Managers	Mandatory (electricity only)
Non-Party REC Service Users	N/A

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Initial draft for Summer 2020 publication
0.2	N/A	Draft for December 2020 consultation
2.0	1 September 2021	Incorporating Consultation Responses
2.1	26 June 2026	R0320 housekeeping
<u>4.0</u>	<u>Code Manager Licence Commencement Date</u>	<u>Consequential amendments for Code Reform and minor nomenclature and cross-reference corrections.</u>

1 Introduction

- 1.1. [Parties](#) are required to exchange personal and sensitive data relating to [Consumers](#) as part of their obligations under this [Code](#).
- 1.2. While many of these communications are managed through structured [Market Messages](#) sent through secure private networks, there is also a requirement to communicate with named contacts to resolve operational queries or escalate delayed or disputed resolutions using a secure interoperable solution.
- 1.3. The [Secure Data Exchange Portal](#) (SDEP) and [Crossed Meter Resolution Portal](#) (CMRP) both form part of the [Secure Data Exchange Service](#) (SDES). The [SDES](#)

enables [Parties](#) to securely exchange data in both a structured and unstructured format, and shall be used by [Parties](#) when exchanging [Personal Data](#) relating to [Consumers](#) pursuant to this [Code](#) (unless another secure means, such as the [Data Transfer Network](#), is specified).

- 1.4. This [REC Schedule](#) sets out the rules and operational requirements for [Parties](#) to become and remain users of the [Secure Data Exchange Service](#).

2 Provision of the [Secure Data Exchange Service](#)

- 2.1. [RECCo](#) shall contract with one or more [REC Service Providers](#) for provision of the [Secure Data Exchange Service](#) consistent with the description set out in the [SDES Service Definition](#). Where necessary, [RECCo](#) shall exercise its rights under the service provider contract to ensure that the contract remains consistent with the [SDES Service Definition](#).
- 2.2. Each [Party](#) shall take all steps within its control to ensure that [RECCo](#) complies with its obligations under Paragraph 2.1.
- 2.3. [RECCo](#)'s costs for providing the [Secure Data Exchange Service](#) are to be recovered under Clause 9 (Annual Budget and Cost Recovery) of the [main body](#) of this [Code](#).
- 2.4. [RECCo](#) shall not be liable to a [SDES User](#) for:
 - (a) any loss or damage whatsoever resulting from any omissions or inaccuracies in [SDES Data](#);
 - (b) any delay or failure to provide, supply or obtain access to the [SDES](#);
 - (c) the provision, supply, receipt, obtaining and/or any delay or failure to provide, supply, receive or obtain (in each case in whole or in part) any [SDES Data](#);
 - (d) any corruption, omission, error, inaccuracy, incompleteness, unreliability, lack of currency or lack of updating of or in any [SDES Data](#) provided, supplied, received or obtained pursuant to this [Code](#);
 - (e) the availability or continued availability of the [SDES](#) or [SDES Data](#); or
 - (f) the [SDES User](#)'s uninterrupted access to the [SDES](#) or [SDES Data](#).
- 2.5. [SDES Data](#) is taken from or based on data provided by [SDES Users](#) and is provided by [SDES Users](#) on an ad hoc basis. [RECCo](#) does not give any warranty (express or implied) or make any representation that [SDES Data](#) will be:
 - (a) suitable for any particular requirement of the [SDES User](#) or for any particular use or purpose (notwithstanding that such requirement or use or purpose may be known to [RECCo](#));

(b) compatible with the [SDES User](#)'s hardware equipment or software environment;
or

(c) complete, accurate or up to date.

3 Entry Requirements and Onboarding Process

3.1. The following [Parties](#) are entitled to become [SDEP Users](#) and/or [CMRP Users](#):

(a) [Energy Suppliers](#);

(b) [Distribution Network Operators](#) (DNOs) ([SDEP](#) only); and

(c) Meter Operator Agents (MOAs) ([CMRP](#) only).

3.2. Each [Energy Supplier](#) and [Distribution Network Operator](#) is entitled to become an [SDEP User](#) by virtue of being a [Party](#). Each such [Party](#) shall Qualify (and remain [Qualified](#)) as an [SDEP User](#) in accordance with the [Qualification and Maintenance Schedule](#).

3.3. Each [Energy Supplier](#) and Meter Operator Agent is entitled to become a [CMRP User](#) by virtue of being a [Party](#). Each such [Party](#) shall Qualify (and remain [Qualified](#)) as a [CMRP User](#) in accordance with the [Qualification and Maintenance Schedule](#). This Qualification is dependent on the [Energy Supplier](#) or Meter Operator Agent first having [Qualified](#) as an [EES User](#).

4 Monitoring and Assurance

Service Performance

4.1. The [SDES Provider](#) shall provide reports to the [REC Performance Assurance Board](#) ([REC PAB](#)) regarding [SDES](#) performance, usage, and any other related matters as requested by [REC PAB](#) from time to time.

4.2. ~~The Code Manager~~[RECCo](#) shall provide service availability notifications to [SDES Users](#) and the [REC PAB](#), including any downtime of other systems or databases that may affect the [SDES](#), such that:

(a) any notification relating to planned downtime or reduction in service availability of the [SDES](#) or any other system that may impact on the service availability shall be provided as soon as possible, and in any event no later than 5 [Working Days](#) prior to such event; and

(b) any unplanned downtime of the [SDES](#) or any other system that may impact on the service availability of the [SDES](#), such notification to be made as soon as is practicable once ~~the Code Manager~~[RECCo](#) has been made aware of the event.

- 4.3. Where ~~the Code Manager~~RECCo provides a notification under Paragraph 4.2(b), it shall also provide an estimate for the restoration of services and shall confirm restoration of the services to [SDES Users](#) as soon as practicable following such event.

Misuse

- 4.4. Access to and use of the [SDES](#) shall be monitored by ~~the Code Manager~~RECCo, and any activity that raises concerns as to the intent of an individual or group of users shall be escalated to the [REC PAB](#).
- 4.5. Where any suspected use of the [SDES](#) in breach of this [REC Schedule](#) comes to the attention of ~~the Code Manager~~RECCo, ~~the Code Manager~~RECCo shall investigate such suspected misuse and, where appropriate, report its findings to the [REC PAB](#).
- 4.6. All [SDES User](#)s shall co-operate with such investigations, including making records available and permitting access to business sites where necessary.
- 4.7. The [REC PAB](#) shall determine appropriate action in accordance with the [Performance Assurance Schedule](#), which at its sole discretion may include notification of appropriate action and a timescale for remedy to the relevant [SDES User](#), failing which ~~the Code Manager~~RECCo may disable access for one or more [SDES User](#) personnel.
- 4.8. [RECCo](#) shall have the right, during normal working hours and upon five [Working Days](#)' written notice to the [SDES User](#), to audit a [SDES User](#)'s use of the [SDES](#).
- 4.9. The [SDES User](#) shall pay all reasonable costs associated with any investigation (where misuse has been found) and pay any reasonable costs associated with any subsequent corrective actions that must be undertaken by [RECCo](#) to correct and/or mitigate the consequences of that misuse, including but not limited to data corrective actions, and system and software changes required to correct such misuse.

5 Terms of Use

- 5.1. Each [SDES User](#) shall:
- (a) only use and only permit use of the [SDES](#) by authorised users in accordance with this [Code](#);
 - (b) supervise and control use of the [SDES](#) in accordance with the terms of this [Code](#) (including via the security and use of [SDES User](#) credentials);
 - (c) not allow access to the [SDES](#) by any person, nor to make any [SDES Data](#) available to any person, other than as expressly permitted by this [Code](#);
 - (d) not display any part of the [SDES](#) or any [SDES Data](#) on a public bulletin board, ftp (File Transfer Protocol Site), world wide web site, chat room or by any other unauthorised means;

- (e) receive and hold [SDES User](#) credentials in the strictest confidence and take all reasonable security precautions in the safekeeping of [SDES User](#) credentials and in preventing unauthorised disclosure;
- (f) ensure that individual users are informed of and are contractually bound to safeguard the confidential nature of the [SDES](#) and [SDES Data](#);
- (g) take reasonable steps to ensure the security of the [SDES](#) and to prevent viruses or other malicious code entering the [SDES](#);
- (h) not alter, reverse engineer, disassemble, decompile, decode, copy or create derivative works from the [SDES](#) software (and the [SDES User](#) shall obtain no rights in the [SDES](#) software source code); and
- (i) provide such information as may be reasonably required by [RECCo](#) in order to satisfy the pre-requisites for access to the [SDES](#) or [SDES Data](#) and confirm the [SDES User](#)'s continuing compliance with the requirements of this [Code](#).

[SDES User](#) Warranties

5.2. Each [SDES User](#) represents and undertakes that:

- (a) it shall not use or permit or condone the use of the [SDES](#) or [SDES Data](#) for sale, resale, loan, transfer, hire or other form of exploitation for monetary reward unless they otherwise had a legal basis for obtaining and processing this data for this purpose; and
- (b) only its authorised users shall be provided with [SDES](#) user credentials and that any such user shall be deemed to be acting on behalf of the [SDES User](#).

Use of [SDES](#) and [SDES Data](#)

5.3. Each [SDES User](#) is only permitted access to the [SDES](#) and [SDES Data](#) for the following reasons:

- (a) sending and receiving messages and files under this [Code](#) or another [Energy Code](#) where use of the [SDES](#) is mandated by this [Code](#) or such other [Energy Code](#);
- (b) managing user access requirements for their organisation, in accordance with this [REC Schedule](#); and
- (c) accessing reports relating to user management and permitted use cases relevant to the [SDES User](#).

5.4. The [SDES User](#) agrees that the [SDES](#) and [SDES Data](#) shall only be used for business

within Great Britain and the purpose described in Paragraph 5.3.

- 5.5. The [SDES User](#) agrees that continued use of the [SDES](#) and [SDES Data](#) is subject to continued compliance with this [Code](#) and the provisions of this [REC Schedule](#) and the [Qualification and Maintenance Schedule](#).

Data Protection

- 5.6. Subject to Paragraph 5.7, each [SDES User](#) acknowledges and agrees that it is a [Data Controller](#) in relation to the [Personal Data](#) processed by that [SDES User](#) via the [SDES](#); and each [SDES User](#) shall therefore comply with Clause 19 (Data Controller Obligations) of the [main body](#) of this [Code](#).
- 5.7. In some cases, a [MEM](#) may process [Personal Data](#) as a data processor on behalf of an [Energy Supplier](#), in which case such processing shall be governed by and subject to the relevant contract between the [MEM](#) and the [Energy Supplier](#).
- 5.8. In providing the [SDES](#) for each [SDES User](#), [RECCo](#) (via its [REC Service Provider](#)) may act as a data processor on behalf of that [SDES User](#). Where this is the case, [Clause 20 \(Data Processor Obligations\)](#) of the [main body](#) of this [Code](#) applies. The personal data in question will be the personal data which is included within [SDES Data](#). The purpose of such processing is to provide the [SDES](#). Further details of the subject matter, nature and purpose of the processing, is described in the [SDES Service Definition](#).

Notification of [Personal Data](#) Breaches

- 5.9. Where the [SDES User](#) becomes aware that there has been any [Personal Data](#) breach in relation to [Personal Data](#) processed via the [SDES](#), the [SDES User](#) shall, as soon as reasonably practicable (and in any event within twenty-four (24) hours), notify [RECCo](#) and any and all other users of the [SDES](#) which the [SDES User](#) knows to be affected by that [Personal Data](#) breach.
- 5.10. In the event of a [Personal Data](#) breach by the [SDES User](#), the [SDES User](#) shall provide the affected users of the [SDES](#) (and their advisers) with all reasonable assistance in connection with the [Personal Data](#) breach, including:
- (a) co-operating with the affected users of the [SDES](#), and the relevant regulatory authority, providing information on the [Personal Data](#) breach, investigating the incident and its cause and containing and recovering the compromised data; and
 - (b) co-ordinating with the affected users of the [SDES](#) and [RECCo](#) on the management of public relations and public statements relating to the [Personal Data](#) breach. Each [SDES User](#) agrees that it shall not make any public statement in relation to a [Personal Data](#) breach without the written agreement of [RECCo](#), save where required by [Law](#).

SDES Licence Suspension

5.11. Subject to Paragraph 5.12, RECCo may suspend a SDES User's right to use the SDES in any of the following circumstances (on not less than twenty-four (24) hours' notice):

- (a) an investigation by ~~the Code Manager~~RECCo concludes that the SDES User, or any of its employees, agents, directors, consultants or contractors, has used the SDES or SDES Data otherwise than in accordance with this Code;
- (b) the REC PAB determines that the SDES User is in material breach of any of its obligations under this Code; or
- (c) an Event of Default occurs in respect of the SDES User.

5.12. Where a SDES User's use of the SDES has been suspended under Paragraph 5.11, RECCo shall end the suspension and notify the SDES User, where directed by:

- (a) ~~the REC PAB;~~ or,
- ~~(a)(b) the RECCo Board following an appeal or escalation in accordance with this Code, REC Board: end the suspension; and notify the SDES User.~~