1. **Purpose** 
   1. The purpose of the consumer progress panel (the Panel) is to advise Ofgem, particularly regarding how to secure the maximum possible consumer benefit from its implementation of the CMA remedies as contained in its Final Report.
   2. In particular the Panel will:
      * consider how the draft policies developed in relation to the implementation of the CMA remedies meet the consumer objectives identified for the remedies,
      * advise how draft policies would better meet the relevant consumer objectives identified for the remedies,
      * recommend changes to draft policies to better meet the relevant consumer objectives for the remedies, and
      * assess the success of implemented remedies against the expected consumer benefits.
   3. Because the scope of the remedies is very broad, Ofgem may ask the Panel to look at other areas of its activities which are affected by or linked to implementation of the remedies.
   4. The Authority commits to taking the Panel’s views seriously and giving them due weight in the deliberation process, but will not be obliged to act on the recommendations made by the Panel.
2. **Membership**
   1. The Panel will comprise at least four members and a Chair (the Panel Members).
   2. The Panel Chair will be an Ofgem employee.
   3. Each Panel Member will have expertise in the provision of services to consumers in an appropriate sector, including but not limited to, regulated products and services, implementation of large-scale change programmes following regulatory intervention or supporting vulnerable consumers.
   4. Ofgem will appoint Panel Members in consultation with the Chair.
   5. Appointments of Panel Members will be for a period of two years. Appointments may be extended.
   6. Panel Members must give a minimum of three months’ notice to the Chair if they wish to withdraw from the Panel.
   7. The Chair must give a minimum of two weeks’ notice to a Panel Member if, following consultation with Ofgem, he or she decides to terminate the Panel Member’s membership of the Panel.
3. **Role**

Panel Member

* 1. The role of the Panel Member is to

1. read summaries of draft policies,
2. use their experience and expertise to assess how effective each draft policy is likely to be at achieving the consumer objectives,
3. use their experience and expertise to assess the likelihood and level of consumer benefit of each remedy,
4. provide verbal feedback to Ofgem staff regarding their submission at the Panel meeting, and
5. review reports and statistics provided by Ofgem and assess progress in achieving the consumer objectives. Panel Members may request specific data to support this objective. Ofgem will provide that data where appropriate.

Chair

* 1. The role of the Panel Chair is to:

1. schedule meetings of the Panel,
2. circulate relevant information and documents at least one week before the Panel meeting,
3. feed the Panel’s recommendations to the relevant Ofgem team for action,
4. ensure the effectiveness of the Panel by chairing the meetings constructively and providing feedback to members where appropriate, and
5. where appropriate, terminate Panel Members’ membership of the Panel pursuant to clause 2.6.

Secretariat

* 1. Ofgem staff will act as secretariat for the Panel.
  2. The secretariat will prepare a written record of each Panel meeting.

1. **Quorum**
   1. The quorum necessary for the Panel to make recommendations to Ofgem shall be 3 Panel Members.
2. **Commitment**
   1. Panel meetings will take place quarterly at Ofgem’s London office (9 Millbank, London, SW1P 3GE).
   2. Panel meetings will be scheduled for two hours. This may be extended by agreement of the Panel Members.
   3. Attendance by video conference will be possible.
   4. Other meetings may be scheduled with agreement of the Panel Members.
   5. The first Panel meeting will occur on 22 September 2016.
3. **Remuneration**
   1. Where participating in the Panel does not form part of a Panel Member’s existing salaried position, Ofgem will pay Panel Members their day rate up to £500 per day. Ofgem will also reimburse travel and accommodation expenses for any Panel Members that live outside London. Please note that maximum hotel rates in London are £146 per night. Reimbursement is based on actual expenditure that is reasonably incurred, authorised by the relevant Ofgem official and is supported by receipts.
4. **Conflicts of interest** 
   1. Before and during involvement with the Panel, Panel Members should ensure that there are no conflicts of interest that, in the opinion of a fair-minded and informed observer, would suggest a real possibility of bias. If a Panel Member has a direct or indirect interest which may be material or relevant, they should declare that interest to the Chair.
5. **Confidentiality**
   1. Each Panel Member will keep all Panel discussions confidential.
   2. Each Panel Member will sign and return to Ofgem the Non-Disclosure Agreement at Appendix A prior to the first Panel meeting.
6. **General matters**
   1. The Panel will have access to sufficient resources in order to carry out its duties.

Appendix A

**Non-Disclosure Agreement**

**THIS Agreement** is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **2016**

**BETWEEN**:

**The Gas and Electricity Markets Authority** whose principal place of business is at 9 Millbank, London SW1P 3GE (the "**Authority**")

And

Rhys Evans (the “**Panel Member”**)

**WHEREAS:**

1. The Authority, whose day to day functions are performed by the Office of Gas and Electricity Markets, is responsible for implementing the CMA remedies.
2. The Authority has contracted the Panel Member to be a member of the Consumer Progress Panel. This Agreement is supplementary to that contract and consideration under that contract shall be taken to be consideration under this Agreement.
3. The purpose of the Consumer Progress Panel is to advise the Consumers and Competition Division of Ofgem as required and, in particular, the market investigation reference implementation team regarding how to secure the maximum possible consumer benefit from the implementation of the CMA remedies.

# Definitions

The definitions in this clause apply in this agreement.

Agreement: means this non-disclosure agreement.

**Authority**: means the Gas and Electricity Markets Authority (or “GEMA”) which is established under s1 of the Utilities Act 2000 (as amended). The Authority’s functions may be discharged by staff appointed by it to work on its behalf in the Office of the Gas and Electricity Market (or “Ofgem”),

Confidential Information**:** means any information relating to the work of the Authority which is not publicly available.

CMA remedies: the remedies identified by the Competition and Markets Authority in its Energy Market Investigation Final Report.

Purpose: to advise Ofgem, particularly regarding how to secure the maximum possible consumer benefit from the implementation of the CMA remedies.

**Staff:** all persons employed by the Panel Member to perform his or her obligations as a member of the Consumer Progress Panel, including servants, agents, suppliers and sub-contractors.

**Statutory Restrictions on Disclosure:** section 105 of the Utilities Act 2000 and Part 9 of the Enterprise Act 2002.

2. The Authority intends to disclose Confidential Information to the Panel Member for the Purpose.

3. The Panel Member undertakes not to use the Confidential Information for any purpose except the Purpose.

4. The Panel Member undertakes to keep the Confidential Information secure and not to discuss, disclose, transmit, communicate or otherwise make the Confidential Information available in any manner to any third party without permission from the Authority.

5. The undertakings in this Agreement apply to all of the Confidential Information disclosed by the Authority to the Panel Member, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
2. any information which is already known to the Panel Member and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Authority.

6. Nothing in this Agreement will prevent the Panel Member from making any disclosure of the Confidential Information required by law or by any competent authority.

7. Without limitation, the Panel Member acknowledges that the Statutory Restrictions on Disclosure apply to him or her and that a breach of these restrictions is subject to criminal sanctions under section 105(9) of the Utilities Act 2000 and section 245 of the Enterprise Act 2002.

8. The Panel Member may only disclose information which is subject to the Statutory Restrictions on Disclosure to his or her Staff who need to know the information, and shall ensure that such Staff comply with the Statutory Restrictions on Disclosure.

9. Without prejudice to clause 8, the Panel Member shall not, and shall ensure that his or her Staff do not, use or further disclose any information which is subject to the Statutory Restrictions on Disclosure otherwise than for the purposes of this Agreement.

1. The Panel Member shall ensure that his or her Staff have notice that the Statutory Restrictions on Disclosure apply to them and will continue to apply after the termination of the contract between the Panel Member and the Authority.

11. The Panel Member shall promptly after completion of the Purpose:

1. destroy or return to the Authority all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Authority’s Confidential Information;
2. erase all the Authority's Confidential Information from its computer systems to the extent possible; and
3. certify in writing to the Authority that it has complied with the requirements of this clause.

12. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

SIGNED by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On

­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_