
Secure Data Exchange

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SCHEDULE 17

Secure Data Exchange

Version: 2.0

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

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) electricity [Metering Equipment Managers](#) ([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 electricity [Metering Equipment Manager](#) 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 [Metering Equipment Manager](#) 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](#) 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](#) has been made aware of the event.
- 4.3. Where the [Code Manager](#) 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](#), 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](#), the [Code Manager](#) shall investigate such suspected misuse and, where appropriate, report its findings to the [REC PAB](#).

- 4.6. All [SDES Users](#) 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](#) 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](#) 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, where directed by the [REC PAB](#) or the [REC Board](#): end the suspension; and notify the [SDES User](#).