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MP224 ‘SEC Performance Assurance Framework’

Annex B

Legal text – version 0.3 (Draft - Clean)

About this document

This document contains the redlined changes to the Smart Energy Code (SEC) that would be required to deliver this Modification Proposal.

Section A 'Definitions and Interpretation'

These changes have been redlined against Section A version 33.0

Add the following definitions as follows:

<u>Annual Performance Assurance Report</u>	means each report prepared by the PAB at the end of each financial year (1 April to 31 March) in accordance with paragraph 8.1 of the Performance Assurance Framework.
<u>Performance Assurance Board (or PAB)</u>	means the Sub-Committee established pursuant to Section C9 (Performance Assurance Board).
<u>PAB Chair</u>	means the person appointed by the Panel from time to time to be the chairperson of the PAB.
<u>PAB Terms of Reference</u>	means the terms of reference document developed and maintained by the Panel setting out governance arrangements in relation to the PAB.
<u>Performance Assurance Framework (or PAF)</u>	means Appendix [●] (Performance Assurance Framework).
<u>Performance Assurance Operating Plan</u>	means each plan prepared by the PAB under paragraph 5 of the Performance Assurance Framework.
<u>Performance Assurance Risk Register</u>	means the risk register developed and maintained by the PAB under paragraph 3 of the Performance Assurance Framework.
<u>Performance Assurance Techniques</u>	means the set of techniques developed and maintained by the PAB under paragraph 4 of the Performance Assurance Framework.
<u>Risk Evaluation Methodology</u>	means the methodology developed and maintained by the PAB under paragraph 2 of the Performance Assurance Framework.
<u>Risk Management Determination</u>	means each determination made by the PAB in relation to a Party under paragraph 6 of the Performance Assurance Framework.

Section C 'Governance'

These changes have been redlined against Section C version 9.0.

Add Section 9.1 as follows:

C9. PERFORMANCE ASSURANCE BOARD

Establishment of the Performance Assurance Board

C9.1 The Panel shall establish a Sub-Committee in accordance with the requirements of this Section C9 to be known as the "Performance Assurance Board" or "PAB".

C9.2 Save as expressly set out in this Section C9, the PAB shall be subject to the provisions concerning Sub-Committees set out in Section C6 (Sub-Committees).

C9.3 Membership of the PAB shall be determined by the Panel:

(a) having regard to the need to provide an appropriate level of expertise in the matters that are the subject of the PAB's duties;

(b) in accordance with the composition set out in the PAB Terms of Reference; and

(c) otherwise in accordance with Section C6.7 (Membership).

C9.4 The Panel shall delegate relevant decision-making powers to the PAB and shall determine and maintain the PAB Terms of Reference.

C9.5 The costs incurred or paid by the PAB shall be SECCo costs and therefore recoverable under and in accordance with Section C8 (Panel Costs and Budgets).

Duties of the Performance Assurance Board

C9.6 The PAB shall implement and give effect to the Performance Assurance Framework on behalf of the Panel in order to:

(a) give confidence to all Parties that the obligations set out in this Code are being fulfilled, and that failure to meet obligations will not detract from achievement of the SEC Objectives;

(b) give confidence to Parties individually and collectively that they are not being disadvantaged by the failure of any Party, or group of Parties, to meet obligations;

(c) give confidence to Parties that performance risks and issues are identified and dealt with in a standardised manner, and

(d) ensure that Parties can understand the Performance Assurance Operating Plan for the coming year, are able to contribute to it and have confidence that it will be delivered in a fair and equitable way.

C9.7 The PAB shall (in each case in accordance with the Performance Assurance Framework):

(a) develop and maintain a Risk Evaluation Methodology;

(b) develop and maintain a Performance Assurance Risk Register;

(c) develop and maintain the Performance Assurance Techniques;

(d) develop and maintain a Performance Assurance Operating Plan;

(e) apply a Risk Management Determination in respect of each Party;

(f) monitor Parties' compliance with this Code through data analysis;

(g) produce and deliver an Annual Performance Assurance Report for the Panel; and

(h) undertake any and all other duties expressly assigned to the PAB by any other provision of this Code.

Proceedings of the Performance Assurance Board

C9.8 The 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 PAB Terms of Reference.

C9.9 The quorum for a meeting of the PAB shall be as set out in the PAB Terms of Reference.

C9.10 PAB meetings held to discuss or determine matters related to compliance by Parties shall be closed meetings. For closed meetings, meeting notices need only be given to members of the PAB and other attendees permitted in accordance with the PAB Terms of Reference or specifically at the invitation of the PAB Chair.

C9.11 Minutes of closed 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 Party, 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.

C9.12 When exercising the functions assigned to the PAB under this Code, each appointed PAB member shall act impartially and independently of their interests and those of their employer or their employer's Party Category.

C9.13 It shall be each PAB member's responsibility to disclose to the PAB Chair from time to time any interests of such member which constitute (or potentially constitute) an actual or perceived conflict of interest with their functions as a PAB member. In such circumstances, the member may absent themselves from the meeting (or the relevant part of it) or may be excluded by the PAB Chair.

C9.14 In performing their duties and functions PAB members may be in receipt of confidential information. For the avoidance of doubt, each PAB member shall not disclose any confidential information received in their capacity as PAB member to any person except where required under this Code or by Laws and Directives. Where such disclosure is required, the PAB member shall first give written notice of the intended disclosure to the PAB Chair (unless not permitted to do so by Laws and Directives).

C9.15 Matters of non-compliance which are serious, systemic and/or which the PAB does not reasonably consider it has the ability to address, or has made reasonable efforts to address, through its established procedures without success, may be referred to the Panel together with such information as the PAB considers relevant and/or the Panel may subsequently request.

C9.16 In the event that the Panel refers a matter to the PAB (or back to the PAB), the PAB shall take reasonable steps to comply with any direction, instruction or guidance as may be included in the referral.

Appeal of PAB Determinations

C9.17 Determinations made by the PAB may be appealed to the Panel in the first instance and then to the Authority for final determination. The Authority's determination shall be final and binding.

Interaction with Section M8

C9.18 Whilst the Performance Assurance Board will monitor and assure compliance in accordance with the Performance Assurance Framework, the notification, investigation and determination of Events of Default will be dealt with by the Panel in accordance with Section M8 (although the Panel may separately delegate some or all of its responsibilities under Section M8 to the PAB or others). The actions of the PAB under the Performance Assurance Framework shall complement but in no way contradict or override the rights and obligations of the Panel and the Parties under Section M8.

The role of the Code Administrator

C9.19 The Performance Assurance Board shall have the right to delegate all or any part of the day-to-day administration of its functions to the Code Administrator.

C9.20 In relation to the PAF, the Code Administrator shall perform the functions assigned to it as may be delegated to it by the PAB from time to time.

~~C9.1~~C9.21 The Code Administrator shall only be entitled to receive confidential information to the extent receipt of such information is necessary for the Code Administrator to perform its role under this Section C9. The Code Administrator shall keep all such information confidential, unless directed otherwise by the PAB Chair or disclosure is required under this Code or Laws and Directives. Where disclosure is required under this Code or Laws and Directives, the Code Administrator shall first give written notice of the intended disclosure to the PAB Chair (unless not permitted to do so by Laws and Directives).

New Appendix 'Performance Assurance Framework'

This new appendix to the Code has been drafted following a review of the existing Code governance arrangements and an assessment of how a Performance Assurance Framework might best fit within those arrangements.

Add new Appendix as follows:

1. Introduction

1.1 This Appendix sets out the Performance Assurance Framework to be implemented by the Performance Assurance Board (PAB).

2. Risk Identification and Evaluation

2.1 The PAB shall establish and maintain a risk-based methodology (the "**Risk Evaluation Methodology**") to be used to proactively identify, evaluate and assess risks to the fulfilment of the SEC Objectives which may arise from breaches of this Code.

2.2 The Risk Evaluation Methodology must describe the process to be used for:

- a) identifying risks to the fulfilment of the SEC Objectives;
- b) evaluating risks which have been identified; and
- c) assessing the materiality of identified risks.

2.3 In relation to the establishment of the Risk Evaluation Methodology, or where the PAB considers that a change to the Risk Evaluation Methodology would further the aims of the PAF and/or further facilitate the SEC Objectives, the PAB shall:

- a) to the extent that it would not compromise the aims and effectiveness of the PAF, issue a draft of the Risk Evaluation Methodology for consultation with Parties, the Authority, Citizens Advice, Citizens Advice Scotland and such other stakeholders as the PAB 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) approve and adopt the Risk Evaluation Methodology.

2.4 To the extent that it would not compromise the aims and effectiveness of the PAF, the PAB shall publish the approved Risk Evaluation Methodology on the SECCo Website.

2.5 The PAB shall periodically (at least annually) review the Risk Evaluation Methodology to ensure it remains fit for purpose.

3. Performance Risk Register

3.1 The PAB shall:

- a) identify, evaluate and assess the materiality of risks to the fulfilment of the SEC Objectives which may arise from breaches of this Code by applying the Risk Evaluation Methodology;
- b) prepare a "**Performance Risk Register**", setting out the risks to the fulfilment of the SEC Objectives which may arise from breaches of specified provisions of this Code and the significance of each risk;
- c) publish the approved Performance Risk Register on the SECCo Website; and
- d) periodically (at least annually), review the Performance Risk Register to make sure it remains fit for purpose.

3.2 In relation to the establishment of the Performance Risk Register and each review of the Performance Risk Register, the PAB shall follow the same process as applies to the Risk Evaluation Methodology under paragraph 2.3.

4. Performance Assurance Techniques

4.1 The PAB shall establish a set of techniques as described in this paragraph 4 (the "**Performance Assurance Techniques**").

4.2 The Performance Assurance Techniques shall be the techniques which the PAB considers can be applied to mitigate risks identified in the Performance Risk Register and to address any actual non-compliance that occurs.

4.3 These Performance Assurance Techniques may include:

- a) preventative techniques — to promote assurance by acting early in the life cycle to avoid non-compliance;
- b) detective techniques — to identify evidence of areas of potential or actual non-compliance;
- c) corrective techniques — to remedy non-compliance; and
- d) incentivisation techniques — to encourage operational compliance.

4.4 In relation to detective techniques, the PAB may require Parties to provide Data to the PAB (or the Code Administrator). Such Data requests [shall be limited to][shall not]:

a) [●]:

b) [●]: and

c) [●]:

Commented [KD1]: To be discussed at Working Group

4.5 In relation to the establishment of the Performance Assurance Techniques and each review of the Performance Assurance Techniques, the PAB shall follow the same process as applies to the Risk Evaluation Methodology under paragraph 2.3.

4.6 To the extent that it would not compromise the aims and effectiveness of the PAF, the PAB shall publish the list of Performance Assurance Techniques on the SECCo Website.

4.7 The PAB shall periodically (at least annually) review the Performance Assurance Techniques to ensure they remain fit for purpose.

5. Performance Assurance Operating Plan

5.1 The PAB shall prepare a "Performance Assurance Operating Plan" which shall set out the Performance Assurance Techniques that can potentially be applied in relation to the most material risks identified in the Performance Risk Register, together with (where reasonably practicable) the forecast cost (whether to SECCo and/or to Parties) of implementing each relevant technique.

5.2 In relation to the establishment of the Performance Assurance Operating Plan and each review of the Performance Assurance Operating Plan, the PAB shall follow the same process as applies to the Risk Evaluation Methodology under paragraph 2.3.

5.3 The PAB shall periodically (at least annually) review the Performance Assurance Operating Plan to ensure it remains fit for purpose.

5.4 Where the PAB approves a change to the Performance Risk Register, it shall consider whether corresponding revisions are required to the Performance Assurance Operating Plan.

6. Risk Management Determinations

6.1 The PAB shall make a "Risk Management Determination" in relation to each Party.

6.2 The Risk Management Determination shall be a determination (in accordance with the Risk Evaluation Methodology) of which risks in the Performance Risk Register are relevant to the

particular Party (based on materiality of risk for the relevant Party Category and the individual Party) and the Performance Assurance Techniques that are to be applied (and the manner in which they are to be applied) in relation to each risk.

6.3 Having made an initial Risk Management Determination for each Party in accordance with paragraph 6.2, the PAB shall:

- a) notify the Party 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 Party where its circumstances change or there is a change to the Performance Assurance Operating Plan.

6.4 A Party shall be entitled to request re-assessment of its Risk Management Determination by the PAB where that Party considers that:

- a) the PAB has given undue weight to the risk or likelihood of occurrence in the Party's Risk Management Determination; or
- b) there is a relevant change in the circumstances of the Party.

6.5 Where a Party disagrees with the contents of a Risk Management Determination which applies to it, then the Party in question may refer the matter to the Panel for determination. In such circumstances, the Party shall be informed of the Panel meeting at which the matter is to be determined and shall be entitled to submit representations to the Panel and/or attend the Panel meeting for that item of business only. The decision of the Panel shall be final and binding for the purposes of this Code.

7. Application of the Performance Management Techniques

7.1 The PAB shall apply and implement the Performance Assurance Techniques in accordance with the Performance Assurance Operating Plan and each Risk Management Determination.

7.2 The Performance Assurance Technique(s) to be applied in respect of each 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 Parties shall be as described in the applicable Risk Management Determination.

7.3 Parties within the same Party Category may be subject to different Performance Assurance Techniques to reflect variations in materiality of risks between Parties.

8. Annual Performance Assurance Report

8.1 Following the end of each financial year (1 April to 31 March), the PAB shall prepare an Annual Performance Assurance Report for the year, to be presented to the Panel. The Annual Performance Assurance Report shall set out:

- a) the results of the PAC's activities, in particular, the extent to which the application of Performance Assurance Techniques mitigated the risks in the Risk Performance Register;
- b) the actual costs to SECCo, and (as far as reasonably practicable) to Parties, of implementing the Performance Assurance Techniques, and a comparison against the estimated costs set out in the Performance Assurance Operating Plan (with an explanation for 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.

8.2 The Annual Performance Assurance Report shall be published on the SECCo Website.

New 'PAB Terms of Reference'

These draft PAB Terms of Reference have been produced based on a combination of:

1. the existing governance arrangements and other terms of reference already existing within the Code; and
2. equivalent terms of reference that exist within other industry code arrangements which operate using a performance assurance framework.

Add the PAB Terms of Reference as follows:

1. Interpretation

Except where stated otherwise, capitalised terms in this PAB Terms of Reference have the meaning given to them in the Code.

2. Establishment and Role

2.1 Establishment

Section C9 of the Code requires that the Panel shall establish a Sub-Committee to be known as the Performance Assurance Board.

2.2 Role

The PAB shall discharge the functions designated to it under the Code (including those functions detailed in the Performance Assurance Framework), and any other duties delegated by the Panel in writing.

3. Composition and Membership

3.1 Members

3.1.1 The PAB members shall comprise:

a) voting members:

i) two persons elected by the Large Supplier Parties;

ii) two persons elected by the Small Supplier Parties;

iii) one person elected by the Electricity Network Parties;

iv) one person elected by the Gas Network Parties;

v) two persons elected by the Other SEC Parties;

vi) one person nominated by the DCC;

vii) one consumer representative, being either an employee or a nominee of Citizen's Advice or Citizens Advice Scotland;

b) non-voting members

i) the PAB Chair

ii) a representative of the Code Administrator; and

iii) the PAB Secretary.

3.1.3 The Panel shall appoint members to the PAB and a member of the PAB shall remain in office until their resignation has been submitted in writing to the PAB Secretary or their removal by the Panel in accordance with paragraphs 3.1.4 and 3.1.5 below (whichever is earlier).

3.1.4 Without prejudice to paragraph 3.1.3 above, the Panel may remove and replace such members from time to time if in the Panel's opinion they are unwilling, unable, unfit, or otherwise are incapable for any reason to carry out their duties.

3.1.5 The Panel shall review (and if deemed appropriate end) each PAB member's membership of the PAB from time to time and at least annually.

3.2 Independence and Confidentiality

3.2.1 When exercising the functions assigned to it under the Code, each appointed PAB member shall act impartially and independently of their interests and those of their employer or their employer's Party Category.

3.2.2 Each PAB member shall provide a member confirmation to the Panel that they agree to be a PAB member, and that they agree to remove themselves from any consideration of relevant matters that relate to their employer or any affiliate of their employer.

3.2.3 PAB members shall acknowledge that in performing their duties and functions they may be in receipt of confidential information. For the avoidance of doubt, each PAB member shall not disclose any confidential information received in their capacity as PAB member to any person except where required under the Code or Laws and Directives. Where such disclosure is required under the Code or Laws and Directives, the PAB member shall first give written notice of the intended disclosure to the PAB Chair (unless not permitted to do so by Laws and Directives).

3.2.4 PAB agenda items, papers and discussions will be assigned an information sharing level in accordance with the Panel's information policy.

3.2.5 Each PAB member will be asked to undertake in writing to abide by the confidentiality and disclosure provisions in relation to each information sharing level as described above, by signing a confidentiality and disclosure agreement.

3.2.6 PAB members who breach the rules of the confidentiality and disclosure provisions under any information sharing level may be removed from the PAB by the Panel.

3.3 PAB Chair

3.3.1 The PAB Chair will be appointed by the Panel from time to time, being either an existing employee of or contractor to the SECCo or recruited specifically for this purpose.

3.3.2 If the PAB Chair is unable to be present at a meeting, depending on the nature of the meeting agenda, they may appoint a member of the PAB or Panel Member to function as PAB Chair for that meeting, or postpone the meeting if needed.

3.4 PAB Secretary

Unless otherwise determined by the Panel, a Code Administrator representative shall function as secretary to the PAB (the "PAB Secretary").

3.5 Alternates

3.5.1 Any person appointed to the PAB shall be entitled but not required to nominate an "Alternate" if they are unable to attend any meeting of the PAB during the term of their appointment. The PAB member will be expected to nominate their Alternate to the PAB Secretary upon, or as soon as reasonably practicable after, their own appointment.

3.5.2 If a PAB member will be absent from a meeting, the PAB Secretary will invite their Alternate to attend on behalf of the absent PAB member.

3.5.3 All aspects of these PAB Terms of Reference will apply to the Alternate as if they were a PAB member until such time as the absent PAB member becomes available to resume their position.

3.6 Expenses

3.6.1 PAB members may recover all reasonable expenses incurred through their role. PAB members are not entitled to a salary for undertaking their role. Each PAB member, including its Alternate, shall be entitled to recover all reasonable travel expenses properly incurred by them in their role, in accordance with Section C8.3 of the Code.

3.6.2 Any query or dispute over the validity of an expenses claim under paragraph 3.6.1 shall be determined by the PAB Chair and this decision shall be final and binding.

4. Conflict of Interest

4.1 It shall be each PAB member's responsibility to disclose to the PAB Chair from time to time any interests of such member which constitute, in such member's reasonable opinion, an actual or perceived conflict of interest with their functions as a member. The PAB Secretary shall record these disclosures in a conflicts of interest register, including but not limited to PAB member disclosure of: employment, principal financial and business interests, and significant personal relationships with any person connected to a Party.

4.2 In circumstances where an actual or perceived conflict of interest could arise, a PAB member may absent themselves from the relevant meeting and vote.

4.3 If at any time the PAB Chair decides (after consultation with other PAB members, if necessary, including but not limited to circumstances where a member does not volunteer to absent themselves from voting) that a member has an actual or perceived conflict of interest, and whether that actual or perceived conflict of interest was raised by the member themselves or otherwise, then the PAB Chair may determine whether the member in question should be required to absent themselves from particular PAB business, including the receipt of relevant PAB papers.

4.4 Any decision of the PAB Chair taken pursuant to paragraph 4.3 above shall be final and binding.

5. Powers and Functions

5.1 The PAB shall act in accordance with: (i) the Code, (ii) any subsidiary document of the Code (iii) any document maintained by SECCo in accordance with the Code, and (iv) these PAB Terms of Reference.

5.2 In addition to the above, the PAB shall be responsible for supporting the Panel through discharging any powers, functions, and responsibilities which the Panel may delegate to it.

6. Proceedings of the PAB

6.1 Meetings

6.1.1 Meetings of the PAB shall be held at least once a month, whether in person or by video/teleconference.

6.1.2 All PAB meetings will be convened at such time and via such means as may be notified to the PAB members by the PAB Secretary.

6.1.3 If a matter arises requiring the immediate attention of the PAB which cannot reasonably await the next scheduled meeting of the PAB, the PAB Chair may convene an extraordinary PAB meeting. Such meeting would be held by video/teleconference at not less than 5 Working Days' notice.

6.2 Attendance by Non-PAB Members

6.2.1 In addition to the PAB members, the following persons will be entitled to attend any meeting of the PAB and fully participate in any discussion, but not vote:

- a) the Panel Chair or other Panel Member having responsibility for the PAB;
- b) the SECCo company secretary;
- c) a representative of the Authority; and
- d) such other external experts, including legal advisors to SECCo, as may be considered necessary and upon invitation of the PAB Chair.

6.2.2 Attendance is subject to the PAB Chair being satisfied that suitable confidentiality agreements are in place.

6.3 Quorum

6.3.1 No business shall be conducted at any meeting of the PAB unless a quorum is present at that meeting.

6.3.2 A quorum shall comprise of at least one half of all voting PAB members appointed at the relevant time.

6.3.3 Notwithstanding that a quorum is present, the PAB Chair may exercise discretion to defer one or more agenda items to a later meeting at which more PAB members are expected to attend.

6.4 Voting

6.4.1 Each PAB member shall be entitled to attend and speak at every meeting of the PAB.

6.4.2 In deciding any matter which requires determination at a quorate meeting of the PAB, each voting PAB member may cast one vote.

6.4.3 All decisions of the PAB shall be by resolution. For a resolution of the PAB to be passed at a meeting, a simple majority of those PAB members voting at that meeting must vote in favour of that resolution.

6.4.4 For the avoidance of doubt, abstentions shall not be classed as votes and will therefore not prevent majority agreement of a matter.

6.4.5 Before putting any matter to the vote, the PAB Chair will enquire as to whether all PAB members have enough information on which to base a vote and whether any abstention is due to there being insufficient information on which to base a decision. If any PAB member indicates that there is insufficient information and/or that further information would allow them to cast a vote rather than abstain, the PAB Chair may, at their sole discretion, delay the vote to a later time or date if they consider that missing information would reasonably be available within that time.

6.5 Conduct

6.5.1 PAB members and other attendees will be expected to conduct themselves in a professional manner, refraining from any comments or behaviour that could be considered unreasonable or hinder the proper functioning of the PAB.

6.5.2 If any unreasonable or disruptive behaviour persists, the PAB Chair may at their sole discretion ask that individual to leave the meeting and/or take steps to restrict their future attendance.

6.6 Minutes

6.6.1 The PAB Secretary shall ensure that within five Working Days following each PAB meeting, draft minutes (including any determinations and failure to make any determinations) are distributed to PAB members and relevant excerpts to those persons who were entitled to attend the meeting (or part thereof) for confirmation of factual accuracy.

6.6.2 Any comments on the accuracy of the draft minutes shall be returned to the PAB Secretary no less than five Working Days before the next scheduled meeting of the PAB, at which they will be formally approved. In the absence of any further meeting taking place within five calendar weeks of the previous meeting, the minutes may be accepted as final by the PAB Chair, having considered any comments received by the PAB Secretary and passed onto the PAB Chair.

6.6.3 Due to the confidential nature of the meetings, no person other than those who were entitled to attend the meeting (or part thereof) shall be entitled to receive a copy of the minutes (or part thereof).

6.6.4 Any actions that are assigned to PAB members, the PAB Chair, the PAB Secretary, or any other stakeholder will be captured both in the meeting minutes and in the meeting actions log.



The PAB Secretary will ensure that the actions log is updated within five Working Days of the meeting.

7. Reporting to the Panel

7.1 The PAB Chair shall provide a monthly report to the Panel which will include but not be limited to a summary of the key decisions and activities arising at the meeting. In addition to this, the PAB shall prepare an Annual Performance Assurance Report in accordance with Section C9 of the Code.