

This document is classified as **Clear** in accordance with the Panel Information Policy. Recipients can distribute this information to the world, there is no limit on disclosure. Information may be shared without restriction subject to copyright.

MP277 ‘Virtual Gateway Connection’

Annex B

Legal text – version 1.0

About this document

This document contains the redlined changes to the SEC that would be required to deliver this Modification Proposal.

Section A - Definitions and Interpretation

These changes have been redlined against Section A version 34.0.

Amend the following definitions in Section A1.1:

DCC Gateway Connection means:

- (a) in respect of each User or RDP which has elected under Section E3 (DCC Gateway Connections for Registration Data Providers) or H15.4 (Requests for DCC Gateway Connections) to utilise a virtual (cloud-based) connection, that virtual connection; or
- (b) in all other cases the physical infrastructure by which a connection is (or is to be) made between a premises and the DCC Systems (and each such DCC Gateway Connection shall form part of the DCC Systems).

DCC Gateway Equipment means, for each premises and any physical DCC Gateway Connection provided at that premises, that part of the DCC Gateway Connection that is (or is to be) located within that premises.

DCC Gateway Party means a Party that is seeking or has been provided with a DCC Gateway Connection ~~at its premises~~, or to whom the right to use that connection has been transferred in accordance with Section H15.16 (Use of a DCC Gateway Connection).

Section E - Registration Data

These changes have been redlined against Section E version 12.0.

Amend Section E3 as follows:

- E3.1 Registration Data Providers may request DCC Gateway Connections, and the DCC shall offer to provide such connections, in accordance with Sections H15.4 and H15.6 to H15.12 (as if Registration Data Providers were Parties), save that: ~~-(a)~~ a Registration Data Provider shall not specify which DCC Gateway Bandwidth Option it requires, and shall instead specify which (if any) other Registration Data Providers it intends to share the connection with pursuant to Section E3.4.; ~~and (b)~~ For clarity, a Registration Data Provider may elect to connect to the Registration Data Interface using a virtual (cloud-based) connection (as further described in Section H14).

Section H - DCC Services

These changes have been redlined against Section H version 28.0.

Amend Section H15 as follows:

H15. DCC GATEWAY CONNECTIONS

Obligation to Maintain DCC Gateway Connections

- H15.1 The DCC shall maintain each DCC Gateway Connection and make it available subject to and in accordance with the provisions of this Section H15.
- H15.2 The DCC shall ensure that each DCC Gateway Connection is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).
- H15.3 No Party may use a DCC Gateway Connection for any purposes other than accessing, and sending and receiving Data via, the DCC Interfaces (and subject to the provisions of this Code applicable to each DCC Interface).

Requests for DCC Gateway Connections

- H15.4 Each Party other than the DCC may request (in accordance with this Section H15 and as further described in the DCC Gateway Code of Connection) as many DCC Gateway Connections as the Party wishes. A Party may request either a virtual (cloud-based) connection or a physical connection to a Party's premises in each case using the DCC Gateway Bandwidth Option of the Party's choice.
- H15.5 In order to assist a Party in determining which DCC Gateway Bandwidth Option to request (or, in the case of connections using a DCC Gateway HV Connection, the size of the bandwidth required), the DCC shall (on request) provide any Party with information regarding the size of the different message types that can be sent via the DCC User Interface.
- H15.6 Within 5 Working Days following receipt of any request from a Party for a DCC Gateway Connection at a premises, the DCC shall:
 - (a) where the request does not include all the information required in accordance with the DCC Gateway Connection Code of Connection, notify the Party that this is the case and provide reasonable assistance to the Party in re-submitting its request; or
 - (b) undertake a desk-based assessment as described in the DCC Gateway Connection Code of Connection and provide a response to the Party ~~in respect of that premises~~ under Section H15.7, H15.8 ~~or~~ H15.9 or H15.9A (as applicable).
- H15.7 In the case of a request for a DCC Gateway LV Connection, and where the DCC's desk-based assessment indicates that a physical site assessment is not required, the DCC shall provide an offer to the Party setting out:
 - (a) the DCC's reasonable estimate of the likely bandwidth of the connection once made;
 - (b) the date from which the DCC will provide the connection;

- (c) the connection Charges and annual Charges that will apply in respect of the connection; and
- (d) the connection period for which the connection will be made available.

H15.8 In the case of a request for a DCC Gateway LV Connection, and where the DCC's desk-based assessment indicates that a physical site assessment is required, the DCC shall notify the requesting Party that this is the case, and (unless the DCC is not reasonably able to do so without undertaking a physical site assessment, and subject to further information which may become available as a result of the physical site assessment) notify the Party of:

- (a) the DCC's reasonable estimate of the likely bandwidth of the connection once made;
- (b) the date from which the DCC will provide the connection;
- (c) the connection Charges and annual Charges that will apply in respect of the connection; and
- (d) the connection period for which the connection will be made available.

H15.9 In the case of a request for a DCC Gateway HV Connection, the DCC shall notify the Party that a physical site assessment is required, and (unless the DCC is not reasonably able to do so without undertaking a physical site assessment, and subject to further information which may become available as a result of the physical site assessment) notify the Party of:

- (a) the date from which the DCC will provide the connection;
- (b) the connection Charges and annual Charges that will apply in respect of the connection; and
- (c) the connection period for which the connection will be made available.

H15.9A In the case of a request for a virtual DCC Gateway Connection, the DCC shall notify the Party of:

- (a) the online assessment and other arrangements to establish and maintain the virtual connection, as further described in the DCC Gateway Code of Connection; and
- (b) the date from which the DCC will provide the connection.

Physical Site Assessments

H15.10 In the case of a notice to a Party under Section H15.8 or H15.9, the Party has 30 days following receipt of such notice to confirm to the DCC that the Party wishes the DCC to proceed with the physical site assessment. In the absence of such confirmation, the Party shall be deemed to have opted not to proceed.

H15.11 Where the DCC has received a confirmation in accordance with Section H15.10, then the DCC shall, within 30 days thereafter, complete the physical site assessment. The Party requesting the connection shall ensure that the DCC has such access to the Party's premises as the DCC may reasonably require in order to undertake such site assessment. The DCC shall ensure that all persons exercising such rights of access do so in compliance with the applicable site rules and reasonable instructions of those in control of the premises.

H15.12 The DCC shall, within 10 Working Days after completing a physical site assessment pursuant to Section H15.11, provide an offer to the Party that requested a connection at that premises setting out:

- (a) any supplementary conditions which will apply in respect of the connection (in addition to the provisions of this Code) required as a consequence of matters identified in the site assessment;
- (b) (in the case of DCC Gateway LV Connections) the DCC's reasonable estimate of the likely bandwidth of the connection once made;
- (c) the date from which the DCC will provide the connection;
- (d) the connection Charges and annual Charges that will apply in respect of the connection; and
- (e) the connection period for which the connection will be made available.

Initial Provision of a DCC Gateway Connection

H15.13 In the case of an offer to a Party under Section H15.7 or H15.9A or H15.12, the Party has 30 days following receipt of such offer to confirm to the DCC that the Party accepts that offer. In the absence of such confirmation, the Party shall be deemed to have opted not to accept the offer (which shall lapse).

H15.14 Where a Party accepts an offer as described in Section H15.13, the DCC shall take all reasonable steps to provide the requested DCC Gateway ~~LV Connection~~ ~~or DCC Gateway HV Connection~~ by the date set out in the accepted offer (subject to payment of any applicable Charges).

H15.15 In the event that the DCC will be delayed in providing the requested DCC Gateway Connection, the DCC shall notify the relevant Party of the delay (including reasons for the delay) and of the revised connection date (being as soon as a reasonably practicable thereafter), and shall take all reasonable steps to provide the requested connection by that revised date.

Use of a DCC Gateway Connection

H15.16 Subject to Section H15.3, the Party that requested a DCC Gateway Connection ~~at a premises~~ shall be entitled to use that connection for as long as the DCC is obliged to make it available in accordance with Section H15.18 (provided that such Party may transfer its right in respect of that DCC Gateway Connection to another Party on both such Parties giving notice to the DCC referring to this Section H15.16).

H15.17 The DCC Gateway Party may notify the DCC of the other Parties (if any) that are (subject to Section H15.3) entitled to share (or no longer entitled to share) use of that DCC Gateway Connection, and in respect of which DCC Interfaces.

Ongoing Provision of a DCC Gateway Connection

H15.18 Once a DCC Gateway Connection has been established ~~at a premises on behalf of~~ for a DCC Gateway Party:

- (a) the DCC shall make the connection available to the DCC Gateway Party in accordance with this Code until the DCC Gateway Party notifies the DCC that the Party wishes to cancel the connection (on not less than three months' prior notice);
- (b) only in the case of physical connections (not virtual), the DCC shall give the DCC Gateway Party four months' advance notice of the date on which the period of connection referred to in the accepted connection offer is due to expire (or of the date on which any period of extension pursuant to paragraph (c) below is due to expire), and shall at the same time confirm the annual Charges that will apply if the connection is not cancelled;
- (c) only in the case of physical connections (not virtual), on the expiry of a period referred to in paragraph (b) above, unless the DCC Gateway Party cancels the connection in accordance with paragraph (a) above, the period of connection shall be extended for a year (which will give rise to an additional annual Charge);
- (d) the DCC Gateway Party and the DCC shall comply with the provisions of the DCC Gateway Connection Code of Connection applicable to whether the connection is a virtual or physical connection and applicable to the DCC Gateway Bandwidth Option utilised at the connection (and the DCC may limit the use of the connection where the DCC Gateway Party fails to do so and where this is provided for in the DCC Gateway Connection Code of Connection);
- (e) the DCC shall, on request, provide the DCC Gateway Party with a report on the performance of its connection as further set out in the DCC Gateway Connection Code of Connection; and
- (f) in the case of DCC Gateway HV Connections, the DCC Gateway Party may increase or decrease the bandwidth of its connection in accordance with (and subject to the limitation provided in) the DCC Gateway Code of Connection (provided that, in the case of decreases, the applicable Charges may not alter as a result).

H15.19 The cancellation of any DCC Gateway Connection pursuant to Section H15.18(a), is without prejudice to:

- (a) the right of the DCC Gateway Party to apply for another connection under Section H15.4; and
- (b) the obligation of the DCC Gateway Party to pay the applicable Charges for the full duration of the period of connection referred to in the accepted connection offer or any period of extension under Section H15.18(c).

Virtual Connections

H15.19A In the case of virtual DCC Gateway Connections, the DCC Gateway Party for the connection shall establish and maintain the Systems necessary to interface with the DCC Systems.

H15.19B Such Systems which are established and maintained by a DCC Gateway Party shall form part of the User System of each User which uses the virtual DCC Gateway Party's DCC Gateway Connection.

H15.19C The DCC shall ensure that each virtual DCC Gateway Connection has sufficient bandwidth for the purposes of its use in accordance with this Code (subject to the DCC Gateway Party complying with Section H15.19A).

DCC Gateway Equipment for Physical Connections

- H15.20 In first providing a physical DCC Gateway Connection at a premises, the DCC shall procure that the DCC Gateway Equipment is installed at the relevant premises, and that the DCC Gateway Equipment is installed in accordance with Good Industry Practice and all applicable Laws and Directives.
- H15.21 Following its installation at a premises, the DCC shall ensure that the DCC Gateway Equipment is operated and maintained in accordance with Good Industry Practice, and that it complies with all applicable Laws and Directives. The DCC shall maintain a record of the DCC Gateway Equipment installed at each DCC Gateway Party's premises from time to time, and of the point of its connection to that Party's Systems.
- H15.22 The DCC Gateway Party at whose premises the DCC Gateway Equipment is (or is to be) installed shall provide the DCC with such access to that premises as the DCC may reasonably require in order to allow it to undertake the installation, maintenance, relocation or removal of the DCC Gateway Equipment. The DCC shall ensure that all persons exercising such rights of access do so in compliance with the site rules and reasonable instructions of the DCC Gateway Party.
- H15.23 The DCC Gateway Party at whose premises the DCC Gateway Equipment is (or is to be) installed shall be entitled to witness and inspect the installation, maintenance, relocation or removal of the DCC Gateway Equipment. No such witnessing or assessment shall relieve the DCC of its obligations under this Code.
- H15.24 Each DCC Gateway Party shall ensure that no damage is deliberately or negligently caused to the DCC Gateway Equipment installed at its premises (save that such a Party may take emergency action in accordance with Good Industry Practice to protect the health and safety of persons or to prevent imminent damage to property).
- H15.25 The DCC Gateway Equipment shall (as between the DCC and each other Party) remain the property of the DCC. The DCC Gateway Equipment is installed at the DCC's risk, and no other Party shall have liability for any loss of or damage to the DCC Gateway Equipment unless and to the extent that such loss or damage arose as a result of that Party's breach of this Code (including that Party's obligations under Section H15.24).
- H15.26 No Party other than the DCC shall hold itself out as the owner of the DCC Gateway Equipment, or purport to sell or otherwise dispose of the DCC Gateway Equipment.
- H15.27 Where a DCC Gateway Party wishes to alter the location of the DCC Gateway Equipment at the Party's premises, then that Party shall make a request to the DCC, and the DCC shall either (in accordance with any provisions of the DCC Gateway Connection Code of Connection concerning the same):
- (a) notify such Party that it is entitled to relocate the DCC Gateway Equipment within the Party's premises, in which case the Party may move such equipment (and, where it

does so, it shall do so in accordance with Good Industry Practice and all applicable Laws and Directives); or

- (b) notify such Party that the DCC Gateway Equipment must be relocated by the DCC, in which case the DCC shall (subject to payment of any applicable Charges) move the DCC Gateway Equipment in accordance with Good Industry Practice and all applicable Laws and Directives.

H15.28 Where the DCC's obligation to make a DCC Gateway Connection available ends in accordance with Section H15.18(a) or the DCC Gateway Party for a DCC Gateway Connection ceases to be a Party in accordance with Section M8 (Suspension, Expulsion and Withdrawal), then the DCC shall, within 30 days thereafter: (a) cease to make that DCC Gateway Connection available; and (b) remove the DCC Gateway Equipment from the relevant premises in accordance with Good Industry Practice and all applicable Laws and Directives.

DCC Gateway Connection Disputes

H15.29 Where a DCC Gateway Party wishes to raise a dispute in relation to its request for a DCC Gateway Connection (or the extension of its period of connection or increases or decreases in the bandwidth of its connection, in each case under Section H15.18), then the dispute may be referred to the Panel for determination. Where that Party or the DCC disagrees with any such determination, then it may refer the matter to the Authority for its determination, which shall be final and binding for the purposes of this Code

Appendix G - DCC Gateway Code of Connection

These changes have been redlined against Appendix G version 3.0.

Amend Clause 1.7 as follows:

- 1.7 Where a DCC Gateway Party intending to use a physical DCC Gateway Connection requests multiple physical DCC Gateway Connections for a single location at the same time, the DCC shall take all reasonable steps to conduct any Site Surveys in a single visit to that location.

Add Clauses 1.32 to 1.36 as follows:

Virtual DCC Gateway Connections

- 1.32 The DCC shall provide the option for virtual (cloud-based) connectivity for Users in the Data Service Provider catalogue.
- 1.33 The DCC shall give a DCC Gateway Party reasonable notice of the required online assessment to perform installation, maintenance or removal of any virtual connection and the DCC shall accommodate the DCC Gateway Party's reasonable requests regarding timing.
- 1.34 A DCC Gateway Party can request both a virtual and physical DCC Gateway Connection if required.
- 1.35 A DCC Gateway Party can request a switch from a physical DCC Gateway Connection to a virtual DCC Gateway Connection, and vice-versa.
- 1.36 The DCC will verify that a virtual DCC Gateway Connection is only connected to a United Kingdom availability zone in line with that of physical DCC Gateway Connections. Data centres utilised by a DCC Gateway Party must be hosted within a United Kingdom availability zone.