

Contractual Arrangements Guidance

The SSC recognises that individual Energy Suppliers, MAPS and Device manufacturers will have different contractual arrangements in place. However, to ensure that Parties maintain compliance with the SEC obligations set out in Section G3.9 and G3.17 to G3.20 and to ensure that Devices remain compliant with SMETS and GBCS and continue to be operational for the maximum period of their investment, it is recommended that the following obligations are included in contractual arrangements:

Energy Suppliers contract with the MAP to flow to Device manufacturer (words to the effect that):

Where [X] Energy Supplier becomes aware of any material security vulnerability in, or likely cause of a material adverse effect on the security of any hardware, software or firmware which forms part of its Smart Metering System (excluding a Communications Hub Function or Gas Proxy Function) for which it is the Responsible Supplier, it shall, wherever it is reasonably practicable to do so, notify the manufacturer of the Device or the developer of the software or firmware (as the case may be), and take reasonable steps to ensure that the cause of the vulnerability or likely cause of the material adverse effect is rectified, or its potential impact is mitigated, as soon as is reasonably practicable.

MAP [Y] or Device manufacturer [Z] of any Smart Metering System (excluding a Communications Hub Function or Gas Proxy Function) supplied to [X] Energy Supplier undertakes to notify [X] Supplier and all other Suppliers operating that Device as soon as reasonably practical of any material security vulnerability in, or likely cause of a material adverse effect on the security of those Devices including, such hardware, software, firmware that is supplied. MAP [Y] or Device manufacturer [Z] will provide details of the Device version and firmware version and of the vulnerability and any steps being planned or undertaken to ensure that the cause of the vulnerability or likely cause of the material adverse effect is rectified, or its potential impact is mitigated together with a timetable for when this is likely to be achieved to all those Energy Suppliers using the affected Devices.

In discharging this obligation, [Z] Device manufacturer may use secure, centralised processes and information provided by the SEC Security Sub-Committee (SSC).

Please note that the above wording is guidance only and SEC Parties are under no obligation to use this exact wording.