

## SECTION N: SMETS1 METERS

### N1 DEFINITIONS FOR THIS SECTION N

N1.1 In this Section N, unless the context otherwise requires, the expressions in the left-hand column below shall have the meanings given to them in the right-hand column below:

<b>Adoption</b>	means, in respect of a Communications Contract, to novate (with or without amendment) some or all of the Supplier Party’s rights and obligations under the contract (to the extent arising after the date of novation) to the DCC; and “ <b>Adopt</b> ”, “ <b>Adopting</b> ” and “ <b>Adopted</b> ” shall be interpreted accordingly.
<b>Adoption Criteria</b>	means the non-exhaustive criteria (including those set out in Section N3.7) against which the DCC will analyse and report upon the feasibility and cost of Adopting a Communications Contract in order to facilitate the provision by the DCC of the Minimum SMETS1 Services in respect of the Eligible Meters that are the subject of that contract.
<b>Communications Contract</b>	means, in respect of an Energy Meter, the contract or contracts (or the relevant parts thereof) pursuant to which the Supplier Party has (or, will following installation, have) the right to receive communication services in respect of that Energy Meter.
<b>Eligible Meter</b>	means, in respect of each Supplier Party, an Energy Meter which is: <ul style="list-style-type: none"> <li>(a) either a SMETS1 Meter or subject to an upgrade plan which will result in it being a SMETS1 Meter prior to its Enrolment; and</li> </ul>

- (b) installed at premises (or planned to be installed at premises) for which that Supplier Party is an energy supplier.

<b>Enrolment</b>	means, in respect of a SMETS1 Meter, the establishment by the DCC of communications with the SMETS1 Meter such that the DCC can (on an ongoing basis) provide the SMETS1 Services in respect of the SMETS1 Meter (and the words “ <b>Enrol</b> ” and “ <b>Enrolled</b> ” will be interpreted accordingly).
<b>Initial Enrolment</b>	means the Enrolment of some or all of the Eligible Meters which were included within the scope of the Initial Enrolment Project Feasibility Report or within the scope of any additional analysis pursuant to Section N4A (Further Initial Enrolment Analysis).
<b>Initial Enrolment Code Amendments</b>	has the meaning given to that expression in Section N3.1 (Overview of Initial Enrolment).
<b>Initial Enrolment Project Feasibility Report</b>	has the meaning given to that expression in Section N3.1 (Overview of Initial Enrolment).
<b>Minimum SMETS1 Services</b>	means those communication services described in Appendix F (Minimum Communication Services for SMETS1 Meters).
<b>SMETS1 Meter</b>	means an Energy Meter that has (as a minimum) the functional capability specified by and complies with the other requirements of the document entitled the 'Smart Metering Equipment Technical Specification' that was designated on 18 December 2012 and amended and restated on 31 March 2014 (but not the SMETS set out in Schedule 9).

**SMETS1 Services** means those communication services described in Section N2.2 (SMETS1 Services).

- N1.2 To the extent that Section A1.1 (Definitions) contains the same defined expressions as are set out in Section N1.1, the defined expressions in Section A1.1 shall not apply to this Section N.
- N1.3 The expressions used in this Section N that are to have the meanings given in Section A1.1 (Definitions) and which have a meaning which relates directly or indirectly to the provision of Services in connection with Smart Metering Systems shall be interpreted by reference to the purposes of this Section N (including the purpose of establishing the feasibility, cost and means of providing the SMETS1 Services in connection with the SMETS1 Meters).

**N2 SMETS1 ENROLMENT PROJECTS GENERALLY****Overview**

- N2.1 This Section N2 sets out certain matters which will apply to all projects to Enrol SMETS1 Meters, regardless of whether this is pursuant to the Initial Enrolment Code Amendments or any subsequent Modification Proposal.

**SMETS1 Services**

- N2.2 Upon Enrolment of any SMETS1 Meter, the communication services (the "**SMETS1 Services**") that the DCC provides in relation to those meters must include (as a minimum) the ability, for those Users identified as eligible to do so, to send Service Requests to those meters requesting the Minimum SMETS1 Services.
- N2.3 The detail of the SMETS1 Services will be established in the amendments to this Code produced pursuant to the Initial Enrolment Code Amendments or any subsequent Modification Proposal.
- N2.4 Not used
- N2.5 Not used
- N2.6 Not used
- N2.7 Not used

**Testing**

- N2.8 Before Enrolling one or more SMETS1 Meters of a particular type, the DCC shall ensure that it has tested the DCC Systems and its processes to demonstrate that it is capable of discharging its obligations and exercising its rights under this Code (as amended pursuant to the Initial Enrolment Code Amendments or any subsequent Modification Proposal) in respect of that type of SMETS1 Meter.
- N2.9 In discharging its obligations under Section N2.8, the DCC must prepare and follow an approach to testing that is (to the extent that it is appropriate to do so given the purpose for which the testing is being undertaken) consistent with the approach to testing set out in Section T (Testing During Transition). Where Section T has ceased

to apply, this Section N2.9 shall be taken to refer to the provisions of Section T that applied immediately before it ceased to apply.

### **Security**

N2.10 In producing the Initial Enrolment Project Feasibility Report or analysing and reporting on any subsequent Modification Proposal relating to the Enrolment of SMETS1 Meters, the DCC shall:

- (a) prepare a risk assessment detailing the security risks associated with operating and using the SMETS1 Services;
- (b) detail the measures (including Systems) proposed in order to ensure that the level of security risk to the DCC Total System, Enrolled Smart Metering Systems and/or User Systems will not be materially increased as a consequence of the provision of the SMETS1 Services; and
- (c) prepare a risk treatment plan outlining the residual risks which exist once the measures referred to above have been taken.

N2.11 For the purposes of Section N2.10, the expressions Enrolled Smart Metering Systems, DCC Total System, and User Systems shall, when assessing the security risks that will apply as a consequence of the provision of the SMETS1 Services in respect of SMETS1 Meters, be interpreted so as to also include (respectively) those SMETS1 Meters and all additional Systems of the DCC and Users that would be used in relation to those SMETS1 Services.

N2.12 In discharging its obligations under Section N2.10, the DCC shall consult with the Security Sub-Committee, and shall document the extent to which the views of the Security Sub-Committee have been taken into account.

### **Data Privacy**

Any amendment to the Code to facilitate Enrolment of SMETS1 Meters shall include provisions such that Section I (Data Privacy) is (where necessary) amended to provide for an equivalent privacy treatment of Data and Service Requests as is provided for in respect of Smart Metering Systems.

### N3 **INITIAL ENROLMENT**

#### **Overview of Initial Enrolment**

N3.1 This Section N3 together with Sections N4, N4A and N5 sets out the process by which the DCC will:

- (a) analyse, evaluate and report (the “**Initial Enrolment Project Feasibility Report**”) to the Secretary of State regarding the feasibility and cost of the options for Initial Enrolment;
- (b) undertake further analysis and evaluation as directed by the Secretary of State under Section N4A (Further Initial Enrolment Analysis); and
- (c) prepare one or more sets of proposed amendments to this Code (the “**Initial Enrolment Code Amendments**”) designed to deliver Initial Enrolment.

N3.2 The DCC shall comply with the Secretary of State’s directions from time to time regarding:

- (a) the scope of the Initial Enrolment Project Feasibility Report;
- (b) the scope and number of the Initial Enrolment Code Amendments to be prepared; and
- (c) the timing and process to be followed by the DCC in relation to the production of the Initial Enrolment Project Feasibility Report and the Initial Enrolment Code Amendments.

#### **DCC’s Invitation**

N3.3 Where, and by such date as, the Secretary of State may direct for the purposes of this Section N3.3, the DCC shall send an invitation to each Supplier Party seeking details of the Energy Meters of that Supplier Party which the Supplier Party wishes to be included within the scope of the Initial Enrolment Project Feasibility Report.

N3.4 Each Supplier Party undertakes that it shall not propose Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report unless those Energy Meters are Eligible Meters, and shall confirm to the DCC that the Energy

Meters that it proposes are Eligible Meters. The DCC shall not be obliged to determine whether the Energy Meters proposed by each Supplier Party are Eligible Meters, and shall rely upon the confirmation provided by each Supplier Party.

N3.5 The DCC shall provide a copy of its invitation pursuant to Section N3.3 to the Secretary of State, the Authority and the Panel, and shall arrange for its publication on the DCC Website.

N3.6 The DCC's invitation pursuant to Section N3.3 shall specify:

- (a) the reasonable date by which Supplier Parties must respond in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report;
- (b) the reasonable format in which Supplier Parties must respond in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report;
- (c) any reasonable information which Supplier Parties must provide in order for their Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report (which will include such details as the DCC shall specify regarding the Communications Contracts relating to those Energy Meters); and
- (d) the Adoption Criteria.

N3.7 The Adoption Criteria specified by the DCC must include reference to Communications Contract provisions relating to the following concepts:

- (a) novation;
- (b) termination;
- (c) liability;
- (d) exclusivity and restrictions on competing activities;
- (e) data ownership and security;
- (f) confidentiality; and

(g) disaster recovery, business continuity and incident management.

N3.8 The DCC must respond in a timely manner to reasonable clarification requests from Supplier Parties regarding the DCC's invitation pursuant to Section N3.3, and any further information requests made by the DCC pursuant to this Section N3.

#### **Suppliers' Response**

N3.9 No Supplier Party is obliged to propose Energy Meters to be included within the scope of the Initial Enrolment Project Feasibility Report.

N3.10 Each Supplier Party that wishes to propose any or all of its Energy Meters for inclusion within the scope of the Initial Enrolment Project Feasibility Report must provide the DCC with the information in respect of those Energy Meters required by the DCC pursuant to this Section N3 by the date and in the format required by the DCC pursuant to this Section N3.

N3.11 Following receipt of each response from a Supplier Party pursuant to this Section N3, the DCC shall review the response to establish whether it complies with the requirements of this Section N3. Where a response is incomplete or the DCC reasonably requires supplementary information in respect of a response, the DCC may request that further information is provided within a reasonable period. The DCC must request further or supplementary information where it considers that the initial information provided by a Supplier Party is not sufficient to enable the DCC to include the Supplier Party's Energy Meters within the scope of the Initial Enrolment Project Feasibility Report.

#### **Inclusion of Meters in Scope of Project**

N3.12 The Energy Meters of a Supplier Party shall only be included within the scope of the Initial Enrolment Project Feasibility Report where the Supplier Party has provided all of the information in respect of those Energy Meters required by the DCC pursuant to this Section N3 by the date and in the format required by the DCC in accordance with this Section N3.

N3.13 In respect of each Energy Meter put forward by a Supplier Party, the DCC shall notify that Supplier Party whether the DCC considers that Energy Meter to be within (or



outside) the scope of the Initial Enrolment Project Feasibility Report (determined as described in Section N3.12).

**Disputes**

N3.14 Without prejudice to Section N2.7 (SMETS1 Compliance), where:

- (a) the DCC requests information from a Supplier Party pursuant to this Section N3, and the Supplier Party disputes whether that information has been requested in accordance with this Section N3; or
- (b) a Supplier Party disagrees with the DCC's notification that some or all of the Supplier Party's Energy Meters are outside the scope of the Initial Enrolment Project Feasibility Report,

then the Supplier Party may refer the matter to the Secretary of State (whose decision shall be final and binding for the purposes of this Code).

**N4 INITIAL ENROLMENT PROJECT FEASIBILITY REPORT****Analysis**

- N4.1 The DCC shall analyse the information received from Supplier Parties pursuant to Section N3, evaluate the options for Initial Enrolment that the DCC considers are reasonable, and report to the Secretary of State in the Initial Enrolment Project Feasibility Report on the feasibility and estimated cost of each option and the manner in which it would be delivered.

**Timetable**

- N4.2 As soon as reasonably practicable following receipt of the relevant information from Supplier Parties pursuant to Section N3, the DCC shall publish on the DCC Website its proposed timetable for undertaking the steps required under this Section N4.

**Report**

- N4.3 The DCC shall include within the Initial Enrolment Project Feasibility Report the DCC's analysis regarding the options for the Enrolment of all the Eligible Meters which were included within the scope of the Initial Enrolment Project Feasibility Report. Where the Enrolment of one or more subsets of such Eligible Meters would differ materially from the Enrolment of all of such Eligible Meters (in terms of risk, timescales and/or cost), then the DCC shall include its analysis for that subset (as well as for all of them).
- N4.4 The DCC shall include within the Initial Enrolment Project Feasibility Report the DCC's analysis regarding the following matters in respect of the Enrolment of all (and, where applicable in accordance with Section N4.3, each subset referred to in that Section) of the Eligible Meters which were included within the scope of the Initial Enrolment Project Feasibility Report:
- (a) the timeframe and process for the Enrolment of the Eligible Meters;
  - (b) its assessment of the Communications Contracts against the Adoption Criteria, and of whether some or all of the Communications Contracts should be Adopted, and of whether those that are to be Adopted should be amended or consolidated following their Adoption;

- (c) any amendments that would be required to existing DCC Service Provider Contracts in order to deliver Initial Enrolment;
- (d) the establishment of any new contracts which the DCC would require in order to deliver Initial Enrolment;
- (e) the means by which the DCC will provide SMETS1 Services in respect of the Eligible Meters such that (insofar as reasonably practicable) Users may send Service Requests and receive Service Responses in respect of those communication services via the DCC User Interface (such that the format of communications over the DCC User Interface in relation to each SMETS1 Service is the same as that for existing equivalent DCC User Interface Services);
- (f) where it better facilitates achievement of the SEC Objectives, the provision by the DCC to Users of the SMETS1 Services in respect of the Eligible Meters by another means than that referred to in (e) above;
- (g) to the extent that they can be offered without a material increase in cost, risk or timescale, any rights for Parties also to Enrol SMETS1 Meters which were not included within the scope of the Initial Enrolment Project Feasibility Report;
- (h) options for amendment of the Minimum SMETS1 Services such that DCC can provide additional Services to Parties which are equivalent to the DCC User Interface Services;
- (i) options for provision by DCC to Users of a service for Eligible Meters to be commissioned first in the DCC (in addition to Enrolment post-commissioning);
- (j) any Enabling Services that the DCC considers necessary to support Enrolment (including the equivalent of Testing Services);
- (k) the development and testing of the Systems via which the Enrolment of Eligible Meters and provision of SMETS1 Services will be delivered, in compliance with the requirements of Section N2.8 (Testing);
- (l) the measures proposed in order to ensure that the SMETS1 Services are

delivered in a manner that will not materially increase the security risk, in compliance with the requirements of Section N2.10 (Security);

- (m) an assessment of which Supplier Parties are (in accordance with the Charging Objectives) likely to pay a premium and its reasonable estimate of the amount of those premiums in respect of Enrolled SMETS1 Meters (over and above the Charges for Smart Metering Systems); and
- (n) other matters required to be considered in compliance with the requirements of Section N2 (SMETS1 Enrolment Projects Generally).

### **Consultation**

N4.5 Before submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall produce a draft report and consult with the Panel, the Parties and other interested persons concerning the content of such draft. The DCC shall ensure that a reasonable period of time is allowed for consultation responses to be made, which period may not be less than two months.

N4.6 On submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall also provide the Secretary of State with:

- (a) copies of all consultation responses received;
- (b) a commentary identifying where and the extent to which the DCC has amended its report to take into account any comments, representations or objections raised as part of such consultation responses; and
- (c) where the DCC has not amended the report to address any comments or representations of objections raised as part of such consultation responses, the DCC's reasons for not doing so.

### **Inclusion or Exclusion of Meters from Scope of Report**

N4.7 Before submitting the Initial Enrolment Project Feasibility Report to the Secretary of State, the DCC shall (subject to Section N4.11) publish a final draft of the report in the form it intends to submit to the Secretary of State (subject only to Section N4.9).

N4.8 On publishing the draft report pursuant to Section N4.7, the DCC shall notify the

Supplier Parties that they each have two weeks to notify the DCC if they wish to include additional Energy Meters, or exclude some or all of their Energy Meters, from some or all of the options within the scope of the Initial Enrolment Project Feasibility Report. If no response is received from a Supplier Party within that period, the DCC shall assume that all of the Energy Meters previously included within the scope of the report remain within scope.

N4.9 The DCC shall include or exclude (as applicable) from the scope of the Initial Enrolment Project Feasibility Report those Energy Meters notified in accordance with Section N4.8, and:

- (a) where the DCC considers that the inclusion or exclusion of those Energy Meters has a material impact on the Initial Enrolment Project Feasibility Report, then the DCC shall produce a further draft of the report, and undertake a further consultation in accordance with Section N4.5 (but without repeating the steps at Section N4.7 and N4.8); or
- (b) where the DCC considers that the inclusion or exclusion of those Energy Meters does not have a material impact on the Initial Enrolment Project Feasibility Report, then the DCC shall amend the report only insofar as necessary to include or exclude those Energy Meters from the scope of the report and submit the report to the Secretary of State.

#### **Redaction for Reasons of Security**

N4.10 Before consulting on or publishing the draft report pursuant to Section N4.5 or N4.7, the DCC shall provide to the Panel and (on request) the Secretary of State:

- (a) a copy of the draft report; and
- (b) where relevant, a list of sections of the report which the DCC considers should be redacted prior to publication in order to avoid a risk of Compromise to the DCC Total System and/or User Systems .

N4.11 The DCC shall only consult on or publish its draft report pursuant to Section N4.5 or N4.7 after it has redacted those sections of the report which it is directed to redact by the Panel where the Panel considers that those sections contain information which

may pose a risk of Compromise to the DCC Total System and/or User Systems (which sections may or may not include those sections which the DCC proposed for redaction).

**N4A    FURTHER INITIAL ENROLMENT ANALYSIS****Further Analysis and Reporting**

- N4A.1 Where from time to time directed to do so by the Secretary of State, the DCC shall undertake further analysis and/or evaluation relating to Initial Enrolment, and report to the Secretary of State on such analysis and/or evaluation.
- N4A.2 The DCC shall comply with the Secretary of State's directions from time to time pursuant to this Section N4A, which may include directions in relation to one or more of the following:
- (a) additional Energy Meters which are to be included within the scope of Initial Enrolment (including in terms of either or both Device Models or numbers of Energy Meters);
  - (b) Energy Meters which are to be excluded from the scope of Initial Enrolment (including in terms of either or both Device Models or numbers of Energy Meters);
  - (c) the aspects of Initial Enrolment that are to be further analysed and/or evaluated;
  - (d) consultation with such persons as the Secretary of State may direct regarding Initial Enrolment and/or the DCC's analysis and/or evaluation;
  - (e) further invitations to Supplier Parties to have additional Energy Meters included within the scope of Initial Enrolment;
  - (f) the timing and process to be followed by the DCC in relation to the further analysis and/or evaluation, and/or any consultation or information requests relating to such analysis and/or evaluation; and
  - (g) redaction of published information equivalent to that outlined in Section N4.10 (Redaction for Reasons of Security).

### **Supplier Information**

- N4A.3 The DCC may request information from Supplier Parties in relation to any further analysis and/or evaluation which the DCC is required to undertake under this Section N4A, where:
- (a) such information is reasonably necessary for the purpose of the analysis and/or evaluation which the DCC is required to undertake (which may include copies of Communications Contracts); or
  - (b) the DCC is directed by the Secretary of State to request such information.
- N4A.4 Each information request pursuant to Section N4A.3 must specify a reasonable date and a reasonable format for responses by Supplier Parties.
- N4A.5 Each Supplier Party which wants its Energy Meters to remain within the scope of Initial Enrolment shall take all reasonable steps to provide the information requested by the DCC in accordance with Section N4A.3.
- N4A.6 Where a Supplier Party does not provide the information requested by the DCC under Section N4A.3, and where the DCC considers that its analysis and/or evaluation cannot be completed in relation to that Supplier Party's Energy Meters without such information, then the DCC may apply to the Secretary of State to determine whether all (or a subset) of that Supplier Party's Energy Meters should be excluded from the scope of Initial Enrolment.
- N4A.7 In respect of each response from a Supplier Party to a DCC request pursuant to Section N4A.3, the DCC shall notify the Supplier Party whether the DCC considers that the response has been made in accordance with the request (identifying any omissions or other deficiencies and allowing a reasonable period of time within which such omissions or other deficiencies can be rectified).
- N4A.8 For the avoidance of doubt, the DCC shall only use the information obtained pursuant to this Section N4A for the purposes of the further analysis and/or evaluation required by this Section N4A, and all information obtained pursuant to this Section N4A shall be subject to the DCC's duties of confidentiality set out in the DCC Licence and Section M4 (Confidentiality).



**N5 INITIAL ENROLMENT CODE AMENDMENTS****Amendments**

- N5.1 Where directed to do so by the Secretary of State, the DCC shall prepare Initial Enrolment Code Amendments in respect of one or more options for Initial Enrolment in respect of some or all of the Eligible Meters included within the scope of the Initial Enrolment Project Feasibility Report or included within the scope of any further analysis and/or evaluation pursuant to Section N4A (as directed by the Secretary of State).
- N5.2 Such amendments shall include those necessary to enable the Enrolment of the relevant SMETS1 Meters, the request and receipt of SMETS1 Services in respect of those SMETS1 Meters, and the calculation of the Charges for the same in accordance with the Charging Objectives.
- N5.3 Such amendments shall be prepared in a format capable of being laid before Parliament by the Secretary of State pursuant to section 88 of the Energy Act 2008.

**Consultation**

- N5.4 Before submitting the Initial Enrolment Code Amendments to the Secretary of State pursuant to Section N5.1, the DCC shall produce draft amendments and consult with the Authority, the Panel, the Parties and other interested persons concerning such draft. The DCC shall ensure that a reasonable period of time is allowed for consultation responses to be made, which period may not be less than two months.
- N5.5 On submitting the Initial Enrolment Code Amendments to the Secretary of State, the DCC shall also provide the Secretary of State with:
- (a) copies of all consultation responses received;
  - (b) a commentary identifying where and the extent to which the DCC has amended its draft to take into account any comments, representations or objections raised as part of such consultation responses; and
  - (c) where the DCC has not amended its draft to address any comments or

representations of objections raised as part of such consultation responses, the DCC’s reasons for not doing so.

**N6 TRANSITION AND MIGRATION APPROACH DOCUMENT****Overview**

- N6.1 The Transition and Migration Approach Document is to be developed by the DCC pursuant to this Section N6, and incorporated into this Code pursuant to Part G of Condition 22 of the DCC Licence and Section X5 (Incorporation of Certain Documents into this Code).

**Purpose of the Transition and Migration Approach Document**

- N6.2 The purposes of the Transition and Migration Approach Document are to:
- (a) enable the Enrolment of SMETS1 Smart Metering Systems comprising SMETS 1 Devices that have previously been commissioned by a SMETS1 SMSO (whether or not they remain so commissioned immediately prior to their Enrolment);
  - (b) provide for additional and/or varied provisions to apply for a transitional period prior to, during and/or following the Enrolment of such SMETS1 Smart Metering Systems.; and
  - (c) facilitate the provision of Elective Communication Services in respect of SMETS 1 Smart Metering Systems.

**Content of the Transition and Migration Approach Document**

- N6.3 The Transition and Migration Approach Document may include, without limitation, some or all of the following:
- (a) rights and/or obligations of the DCC and other Parties designed to facilitate or achieve the purposes of the Transition and Migration Approach Document which are either additional to or vary other rights and/or obligations set out in this Code;
  - (b) the processes by which SMETS 1 Devices that have previously been commissioned by a SMETS1 SMSO may be Commissioned and Enrolled as SMETS1 Smart Metering Systems (which may include obligations to apply before, on and/or after such Commissioning);

- (c) pre-conditions to apply in relation to the Commissioning of SMETS1 Devices, including by reference to the DCC, SMETS1 Device Model, Lead Supplier, Responsible Supplier, the SMETS1 SMSO by which the SMETS1 Devices were previously commissioned, and/or the Supplier Party by which the SMETS1 Devices were originally installed;
- (d) rules and constraints concerning the scheduling and timing to be followed in respect of the Commissioning of SMETS1 Devices, including by reference to the relevant SMETS1 Device Model, Lead Supplier, Responsible Supplier, SMETS1 Service Provider, SMETS1 SMSO by which the SMETS1 Devices were previously commissioned, and/or Supplier Party by which the SMETS1 Devices were originally installed;
- (e) obligations on one or more Parties to procure that SMETS1 SMSOs undertake specified activities to support the Enrolment of SMETS1 Smart Metering Systems;
- (f) rules and requirements concerning the provision and sharing of Data in order to facilitate or achieve the purposes of the Transition and Migration Approach Document, which may include one or more Parties being obliged to provide (or procure the provision of) Data (as further described in the Transition and Migration Approach Document);
- (g) provisions concerning the re-configuration of SMETS1 Devices and/or the taking over and handing back of communications with SMETS1 Devices, which may include one or more Parties being obliged to make arrangements for the same (as further described in the Transition and Migration Approach Document);
- (h) provisions concerning the exchange of security keys, security credentials and/or cryptographic material, which may include modification of the SMKI Services and the SMKI Repository Service to permit the Issuing of Organisation Certificates with additional Remote Party Roles (and their lodging in the SMKI Repository);
- (i) provisions requiring the DCC and Users to enter into Bilateral Agreements for

the provision of certain Elective Communication Services in respect of SMETS 1 Smart Metering Systems;

- (j) provisions that permit the population and/or amendment of the Certified Products List, SMETS1 Eligible Product Combinations, SMETS1 Pending Product Combinations and/or the Smart Metering Inventory other than by means of the enduring arrangements;
- (k) limitations and/or variations to the Services and/or the rights and/or obligations of the Parties to apply for a transitional period prior to and/or following the Enrolment of some or all SMETS1 Smart Metering Systems, which may include limitations and/or variations to Services in respect of SMETS2 Devices;
- (l) the variation of limitations on liability provided for in this Code for a transitional period prior to and/or following the Enrolment of some or all SMETS1 Smart Metering Systems, and provision for the giving of indemnities against liabilities to which one or more Parties and/or SMETS1 SMSOs might be exposed in consequence of the Transition and Migration Approach Document;
- (m) provision for SMETS1 SMSOs to be given rights to enforce certain provisions of the Transition and Migration Approach Document in accordance with the Contracts (Rights of Third Parties) Act 1999, notwithstanding Section M11.5 (Third Party Rights); and
- (n) provision for the referral and determination of disputes in respect of the Transition and Migration Approach Document, which may include interim or final determinations by the Secretary of State, the Authority, the Panel or any other person specified by the Secretary of State.

#### **Process to Develop Document for Designation**

N6.4 The DCC shall, to the extent it has not already done so when this Section N6 comes into effect, develop and consult on the Transition and Migration Approach Document and submit it to the Secretary of State in accordance with the following process:

- (a) the DCC shall, in consultation with the Parties and such other persons as are likely to be interested, produce a draft of the document;
- (b) where a disagreement arises with any Party or other person with regard to any proposal as to the content of the document, the DCC shall endeavour to reach an agreed proposal with that person consistent with the purposes of the Transition and Migration Approach Document;
- (c) the DCC shall send a draft of the Transition and Migration Approach Document to the Secretary of State as soon as is practicable after completion of the process described in (a) and (b) above, and shall when doing so provide to the Secretary of State:
  - (i) a statement of the reasons why the DCC considers that draft to be fit for purpose;
  - (ii) copies of the consultation responses received; and
  - (iii) a summary of any disagreements that arose during consultation and that have not been resolved by reaching an agreed proposal; and
- (d) the DCC shall comply with any requirements in a direction given to it by the Secretary of State in relation to the draft document, including:
  - (i) any amendments to be made to the draft document;
  - (ii) any requirement to produce and submit to the Secretary of State a further draft of the document; and
  - (iii) any requirement as to the process to be followed by the DCC (and the time within which that process shall be completed) prior to submitting a further such draft.

N6.5 The DCC shall, where so directed by the Secretary of State from time to time, develop and consult upon a further draft of the Transition and Migration Approach Document and submit it to the Secretary of State in accordance with the process set out in Section N6.4.

**Application of the Transition and Migration Approach Document**

- N6.6 The DCC and the categories of Party referred to in the Transition and Migration Approach Document shall comply with the Transition and Migration Approach Document.
- N6.7 The Transition and Migration Approach Document shall have priority over the other SEC Subsidiary Documents in relation to the subject matter of the Transition and Migration Approach Document.

**Expiry of Transition and Migration Approach Document**

- N6.8 The Transition and Migration Approach Document shall provide for a date (or a mechanism for determining a date) from which the Transition and Migration Approach Document is to no longer apply. From such date, the Transition and Migration Approach Document shall no longer have any effect (but without prejudice to the rights and obligations arising prior to that date).

**Interpretation**

- N6.9 Expressions used in this Section N6 and in the Transition and Migration Approach Document shall be interpreted in accordance with Section A (Definitions and Interpretation), rather than Section N1 (Definitions for this Section N).