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## **SMKI PMA Sub-Committee**

### **Terms of Reference Version 2.0**

#### **1. Purpose**

The principal duty of the Smart Metering Key Infrastructure (SMKI) Policy Management Authority (PMA) is to manage the requirements for the SMKI and other Public Key Infrastructures (PKIs) and to provide governance and change control for the relevant SEC content and artefacts. Establishing the SMKI PMA enables the SEC Panel to work together with key industry and other delivery partners to deliver SEC duties in relation to SMKI management and assurance of the DCC operation of the PKI services set out in the Smart Energy Code (SEC).

The Smart Metering Key Infrastructure (SMKI) Policy Management Authority (PMA) shall be established pursuant to Section L1 of the Smart Energy Code (SEC).

Unless otherwise stated, defined terms have the same meaning as that which is attributed to them in the [SEC](#).

#### **2. SEC-Prescribed Functions of the SMKI PMA**

The prescribed functions of the SMKI PMA are set out in SEC Section L1.17 to L1.19 and include:

L1.17:

- a) to approve the Device Certification Practice Statement (CPS) and Organisation CPS, and the Infrastructure Key Infrastructure (IKI) CPS, and any changes to those documents, in accordance with Section L9;
- b) to propose variations to the SMKI SEC Documents, as further described in Section L1.19;
- c) to periodically review (including where directed to do so by the Panel) the effectiveness of the SMKI Document Set (including to evaluate whether the SMKI Document Set remains consistent with the SEC Objectives), and report to the Panel on the outcome of such review (such report to include any recommendations for action that the SMKI PMA considers appropriate);
- d) as soon as reasonably practicable following the incorporation of each of the following documents into this Code, its re-incorporation, or its modification in accordance with section 88 of the Energy Act 2008, to review that document in accordance with paragraph (c) above:
  - (i) the SMKI Compliance Policy;
  - (ii) the SMKI Registration Authority Policies and Procedures (RAPP);
  - (iii) the Device Certificate Policy;
  - (iv) the Organisation Certificate Policy;
  - (v) the IKI Certificate Policy;

- (vi) the SMKI Recovery Procedure,
- and (where the SMKI PMA considers it appropriate to do so) submit one or more Draft Proposals in respects of these documents);
- e) to periodically review the effectiveness of the DCC Key Infrastructure (DCCKI) Document Set and to:
  - (i) notify DCC where it considers that changes should be made to the DCCKI Document Set in order to ensure that DCC meets its obligations under Section G (Security) (such notification to include any recommendation for action that the SMKI PMA considers appropriate); and
  - (ii) copy any such notification to the Security Sub-Committee and, except to the extent that it is appropriate to redact information for security purposes, to other SEC Parties;
- f) as soon as reasonably practicable following the incorporation of each of the following documents into this Code, its re-incorporation, or its modification in accordance with section 88 of the Energy Act 2008, to review that document in accordance with paragraph (e) above:
  - (i) the DCCKI RAPP;
  - (ii) the DCCKI Certificate Policy;
- g) to review the DCCKI CPS, and any amendments proposed to be made to it by the DCC, in accordance with Section L13 (DCC Key Infrastructure);
- h) as part of its review of the SMKI Compliance Policy pursuant to paragraph (d) above, to consider whether SMKI Participants which are subject to assurance assessments pursuant to the SMKI Compliance Policy should be liable to meet the costs (or a proportion of the costs) of undertaking such assessments, and (where the SMKI PMA considers it appropriate to do so) submit one or more Modification Proposals as referred to in paragraph (d) above;
- i) in relation to any incident in which a Relevant Private Key is (or is suspected of being) Compromised, to decide, in accordance with the SMKI Recovery Key Guidance, whether or not to require the use of the Recovery Private Key or Contingency Private Key (including in the latter case the use of the Contingency Symmetric Key);
- j) to exercise the functions allocated to it under the SMKI Recovery Procedure, and in particular to exercise any power to nominate Parties for such purposes (and in accordance with such procedures) as may be set out in the SMKI Recovery Procedure;
- k) to provide the Panel, the Change Sub-Committee, the Change Board and Working Groups with support and advice in respect of Draft Proposals and Modification Proposals that provide for variations to the SMKI SEC Documents, the DCCKI SEC Documents, or the SMETS1 Service Provider Key Management (S1SPKM) SEC Documents;
- l) to provide assurance in accordance with Section L2 (SMKI Assurance);
- m) to provide the Panel with support and advice in respect of Disputes for which the Panel is required to make a determination, insofar as such Disputes relate to the SMKI Document Set, the DCCKI Document Set or the S1SPKM Document Set;
- n) to provide the Panel and Sub-Committees with general advice and support with respect to the SMKI Services, the SMKI Repository Service, the DCCKI Services, the DCCKI Repository Service, each S1SPKI and each SMETS1 Symmetric Key Arrangement;
- o) to exercise such functions as are allocated to it under, and to comply with all the applicable requirements of, the SMKI Document Set in accordance with Section L9.1;

- p) in respect of each S1SPKI CPS, to review, and either to approve or determine not to reject (subject to such amendments as it may direct), or to reject:
  - (i) a draft of that document, in accordance with Section L.14.11;
  - (ii) any proposed amendment to that document, in accordance with Section L14.13;
- q) to periodically review the effectiveness of the S1SPKM Document Set and to:
  - (i) notify DCC where it considers that changes should be made to the S1SPKM Document Set (such notification to include any recommendation for action that the SMKI PMA considers appropriate); and
  - (ii) copy any such notification to the Security Sub-Committee;
- r) as soon as reasonably practicable following the incorporation of each of the following documents into this Code, its re-incorporation, or its modification in accordance with section 88 of the Energy Act 2008, to review that document in accordance with paragraph (q) above:
  - (i) each S1SPKI Certificate Policy;
  - (ii) each S1SPKI RAPP;
  - (iii) each SMETS1 Cryptographic Key Management Policy;
  - (iv) the S1SPKM Compliance Policy; and
- s) to perform any other duties expressly ascribed to the SMKI PMA elsewhere in this Code.

The SMKI PMA are also prescribed by the SEC to produce, review and maintain the SMKI Recovery Key Guidance Document as per Section L10.13:

L10.13 The SMKI PMA shall:

- a) develop the SMKI Recovery Key Guidance, and for that purpose:
  - (i) consult with the DCC, the Security Sub-Committee, the Parties, the Secretary of State and the Authority; and
  - (ii) have regard to the views of each person consulted by it prior to determining the content of the document;
- b) periodically review the SMKI Recovery Key Guidance, and in particular carry out a review whenever (and to the extent to which) it may be required to do so by the Panel or the Authority;
- c) where, following any review, it proposes to amend the SMKI Recovery Key Guidance:
  - (i) consult the DCC, the Security Sub-Committee, the Parties and the Authority in relation to the proposed amendments; and
  - (ii) have regard to the views of each person consulted by it prior to making any amendments to the document; and
- d) publish the SMKI Recovery Key Guidance, as initially determined by it and on each amendment made to that document from time to time.

Under SEC Section L10.29A to L10.29C, the SMKI PMA may provide a Recovery Key Direction to the DCC to use the Recovery Private Key in the circumstances set out in L10.29B.

Under SEC Section L1.18, the SMKI PMA shall establish a process whereby the Code Administrator monitors Modification Proposals with a view to identifying (and bringing to the SMKI PMA's attention) those proposals that are likely to affect the SMKI SEC Documents. The Code Administrator shall comply with such process.

L1.19 notwithstanding Section D1.3 (Persons Entitled to Submit Modification Proposals):

- a) the SMKI PMA shall be entitled to submit Modification Proposals in respect of the SMKI SEC Documents or S1SPKM SEC Documents where the SMKI PMA considers it appropriate to do so; and
- b) any SMKI PMA Member shall be entitled to submit Draft Proposals in respect of any of the SMKI SEC Documents or S1SPKM SEC Documents where he or she considers it appropriate to do so (where the SMKI PMA has voted not to do so).

The SMKI PMA is also required to provide a recommendation to the Panel on whether to approve, or otherwise, the SMKI and Repository Testing (SRT) Approach Document, as and when the Panel consult with the SMKI PMA. The SMKI PMA Role in Relation to the SMKI Repository

The SMKI PMA is responsible for lodging documentation within the SMKI Repository as set out in SEC L5.7 – L5.10:

- L5.7 The SMKI PMA shall lodge each of the following documents in the SMKI Repository promptly upon the SMKI Repository Service first becoming available or (if later) the incorporation of that document into the Code:
  - (a) the Device Certificate Policy;
  - (b) the Organisation Certificate Policy;
  - (c) the IKI Certificate Policy; and
  - (d) the SMKI Compliance Policy.
- L5.8 The SMKI PMA shall lodge in the SMKI Repository the modified version of each document referred to in Section L5.7 promptly upon any modification being made to that document in accordance with the Code.
- L5.9 The SMKI PMA may require the DCC to lodge in the SMKI Repository such other documents or information as it may from time to time direct.
- L5.10 Subject to Section L5.3, the SMKI PMA may lodge in the SMKI Repository such other documents or information as it may from time to time consider appropriate.

### 3. Additional Functions of the SMKI PMA

The specification and operation of the SMKI will be set out in the SMKI Document Set and the SMKI SEC Documents including:

- a. the following of the SMKI Document Set:
  - (i) Device CPS;
  - (ii) Organisation CPS;
  - (iii) IKI CPS;
  - (iv) SMKI Test CPS;

- (v) MOC – Secure S1SP Certification Practice Statement;
- (vi) FOC CPS; and
- b. the following SEC Subsidiary Documents:
  - (i) the Device Certificate Policy;
  - (ii) the Organisation Certificate Policy;
  - (iii) the IKI Certificate Policy;
  - (iv) the SMKI Compliance Policy;
  - (v) the SMKI RAPP;
  - (vi) the SMKI Recovery Procedure;
  - (vii) the SMKI Interface Design Specification;
  - (viii) the SMKI Code of Connection;
  - (ix) the SMKI Repository Interface Design Specification;
  - (x) the SMKI Repository Code of Connection;
  - (xi) the SMKI and Repository Test Scenarios Document;
  - (xii) S1SPKM Compliance Policy;
  - (xiii) MOC – Secure S1SP Certificate Policy;
  - (xiv) MOC – Secure PKI RAPP (CP Annex E);
  - (xv) FOC – S1SPKI Certificate Policy;
  - (xvi) FOC – S1SP PKI RAPP (CP Annex E);
  - (xvii) SMKI Recovery Key Guidance;
  - (xviii) SMKI Recovery Key Guidance – Confidential Procedures; and
- c. the following of the DCCKI Document Set:
  - (i) DCCKI Certificate Policy;
  - (ii) DCCKI RAPP;
  - (iii) DCCKI Interface Design Specification;
  - (iv) DCCKI CoCo and DCCKI Repository CoCo;
  - (v) DCCKI CPS; and
- d. the provisions of Sections L1 to L12; and
- e. every other provision of the Code which relates to the provision or the use of the SMKI Services or the SMKI Repository Service or to any matters directly arising from or affecting the provision or the use of those services.

The SMKI PMA will also be in receipt of the DCC's System Integration Testing (SIT) execution reports relating to any testing of functionality covered by the SMKI Document Set and are expected to provide feedback on DCC testing progress to the SEC Panel.

#### 4. SMKI PMA Powers in an Emergency

Under SEC Section L2.14, the SMKI PMA shall direct the DCC to suspend the provision (in whole or in part) of the SMKI Services and / or any other Services that rely on the use of Certificates where the SMKI PMA has reason to believe there is an immediate threat of the DCC Total System, any User Systems, any Smart Metering Systems or any RDP Systems being compromised to a material extent.

This power is subject to the normal appeal rights to Ofgem under the SEC but retrospectively.

#### 5. SMKI PMA Role in Supplier of Last Resort (SoLR)

Under SEC Section L16.1 the DCC shall not revoke the Supplier Certificates of a Failing Energy Supplier when the Authority has appointed a Supplier of Last Resort (SoLR) until directed to do so by the SMKI PMA. Where this situation arises outside a normal SMKI PMA meeting schedule, the SMKI PMA has delegated responsibility for applying the conditions in Section L16.1 to L16.9 and any associated decision to the SMKI PMA Chair and any such decision shall be reviewed and approved at the next SMKI PMA meeting.

#### 6. Out of Scope

The role of the SMKI PMA does not include the following:

- a) Functions outside of those listed above unless otherwise directed by the Panel or transferred by a Transitional Group;
- b) Activities that do not contribute to achievement of SEC objectives;
- c) Setting policies that fall under the remit of the Panel or another Sub-Committee; and
- d) Accessing the SMKI Repository for the purpose of viewing/obtaining a copy of any document or information stored on it without reasonable need in accordance with the SEC.

#### 7. Proceedings of the SMKI PMA

##### 7.1 Meeting Frequency

The SMKI PMA shall hold meetings with such frequency as it may determine or the SMKI PMA Chair may direct, but in any event shall meet when necessary to meet its responsibilities at least once every quarter. In practice, the SMKI PMA is meeting once a month.

Where necessary, exceptional SMKI PMA meetings may be convened to consider urgent issues. Exceptional meetings may be called at not less than 24 working hours' notice and may take the form of a telephone or web-based conference as is appropriate. The SMKI PMA Chair (or their Alternate) may determine that only affected Members are required to participate (in that case all Members will be informed of exceptional meetings and the outcomes). Exceptional meetings will be considered quorate irrespective of whether all invited Members are able to attend. Members may be required to attend urgent meetings with less than 24 hours notice to respond to an urgent SMKI Recovery Event.

##### 7.2 Quorum

No business shall be transacted at any meeting of the SMKI PMA unless a quorum is present at that meeting. The quorum for each SMKI PMA meeting shall be one half of all SMKI PMA Members appointed at the relevant time, at least one of whom must be the SMKI PMA Chair or the SMKI PMA Chair's nominated Alternate.

##### 7.3 Meeting Notice & Papers



Each meeting shall be convened by the Secretariat. Except for the circumstances described in 7.1 a minimum of five Working Days' notice shall be provided (or such shorter notice as directed by the Panel, or the SMKI PMA Chair (or their Alternate)).

Notice of each meeting shall be accompanied by:

- Time, date and location of the meeting;
- Arrangements for those wishing to attend the meeting by means other than in person; and
- Agenda and supporting papers.

Confidential items of business may be uploaded and shared via secure electronic means.

## 7.4 SMKI PMA Chair

The SEC Panel shall appoint the SMKI PMA Chair in accordance with SEC Section L1.5 subject to approval of the Secretary of State and shall review the appointment in three years from the date of appointment. The process is designed to ensure that:

- (a) the candidate selected is sufficiently independent of any particular Party or class of Parties;
- (b) the SMKI PMA Chair is appointed for a three-year term (following which he or she can apply to be re-appointed);
- (c) the SMKI PMA Chair is remunerated at a reasonable rate;
- (d) the SMKI PMA Chair's appointment is subject to Section C6.9 (Member Confirmation), and to terms equivalent to Section C4.6 (Removal of Elected Members);
- (e) provision is made for the SMKI PMA Chair to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor; and
- (f) where the SMKI PMA Chair's appointment (and for the purposes of this Section and Section L1.5A all references to appointment shall encompass re-appointment) is to take effect on or after the date this Section L1.5(f) comes into force, the Panel shall:
  - (i) notify the Secretary of State of the appointment it proposes to make;
  - (ii) not make the appointment unless and until the Secretary of State has confirmed in writing that they do not object to the appointment being made;
  - (iii) ensure that the terms of the appointment include terms which provide for the Panel to terminate the appointment where directed to do so by the Secretary of State pursuant to Section L1.5A and from such date or within such period as may be specified in the Secretary of State's direction; and
  - (iv) where the appointed person has not, at the date of the appointment, passed (as a minimum) a Security Check (or equivalent), ensure that the terms of the appointment include terms which:
    - (A) require the appointed person to apply for a Security Check (or equivalent) within one month of the date of the appointment;
    - (B) provide for the Panel to terminate the appointment if a Security Check (or equivalent) is not passed by the appointed person within 12 months of the date of the appointment (or such longer period as the Secretary of State may approve following a request from the Panel).

**L1.5A** The Secretary of State may, in respect of any SMKI PMA Chair appointment which takes effect on or after the date Section L1.5(f) comes into force, direct the Panel to terminate the appointment of the SMKI PMA Chair where the Secretary of State considers it necessary to do for the purposes of preserving the integrity of, and in the interests of maintaining, the security of the End-to-End Smart Metering System (or any part of that system).

**L1.5B** The Panel shall comply with any direction given to it by the Secretary of State pursuant to Section L1.5A.

The SMKI PMA Chair shall not be entitled to vote unless there is a deadlock, in which case the SMKI PMA Chair has the casting vote.

### **7.5 Powers and Voting**

In accordance with Section C6.9 of the SEC:

- each SMKI PMA Member shall be entitled to attend, and to speak and vote at, every meeting of the SMKI PMA;
- all decisions of the SMKI PMA shall be by resolution. In order for a resolution of the SMKI PMA to be passed at a meeting, a simple majority of those SMKI PMA Members voting at that meeting must vote in favour of that resolution. In the event of a voting deadlock, the SMKI PMA Chair shall have the casting vote; and
- a resolution in writing signed by or on behalf of all the SMKI PMA Members shall be as valid and effective as if it had been passed at a meeting of the SMKI PMA duly convened and held. Such a resolution may be signed in any number of counterparts.

### **7.6 Membership**

The Panel shall invite applications from individuals to serve on the SMKI PMA in accordance with SEC Section L1. Those individuals shall be of suitable experience and qualifications required to fulfil the duties of the SMKI PMA.

Members shall act independently, not as a delegate, and without undue regard to the interests, of any Related Person and will act in a manner designed to facilitate the performance by the Panel of its duties under the SEC.

Members may propose another natural person to act as their Alternate by completing the necessary paperwork and notifying SECAS. The Alternate, once approved, may attend the SMKI PMA and must act in the capacity as Alternate to discharge the Member's duties. The Alternate must complete the declaration as described in SEC C3.8 (a) and (c) prior to voting.

The membership of the SSC shall be composed of the persons outlined in SEC Section L1.3.

### **7.7 Term of Office**

The SMKI PMA Chair will review membership of the Sub-Committee on a two-yearly basis, inviting applications from individuals in accordance with SEC Section C6.7. The normal term of office for each Member is 24 months. For the first term of office half the membership will serve a 12-month term to preserve knowledge within the Sub-Committee. An annual Election will be scheduled for the Members whose end of term is approaching.

### **7.8 Other Interested Parties**

Other interested parties may be invited to attend, but not speak unless invited by the Chair, SMKI PMA meetings on an ad-hoc basis at the discretion of the Chair.

Both the Ofgem Representative and the DESNZ/Government Representative are entitled to attend, but are not obliged to, as set out in section C5.13 of the SEC. In addition to the voting and non-voting attendees, the SMKI PMA Chair may invite additional attendees such as the appointed PKI legal advisor, an assurance body representative or a meter manufacturer representative to the meetings as well as any other expert who may be required to support SMKI PMA consideration of matters before it. Such attendees may not vote and shall only contribute to the matter for which they have been invited as set out in section C5.14 and C5.15 of the SEC.



## 7.9 Member Confirmation

Before a person may serve on the SMKI PMA, that person shall provide written confirmation to SECCo that:

- they agree to serve on the SMKI PMA in accordance with the SEC, including Section L1;
- they will be available as reasonably required by the Sub-Committee to attend at least 50% of meetings and miss no more than 3 meetings in a row. Members should also be prepared to undertake some work outside of meetings;
- they shall act independently, not as a delegate, and act at all times in a manner designed to assist the performance by the SMKI PMA of its duties under the SEC; and
- they shall be prepared to promptly give their expert view and contribute to discussions on matters within the scope of these Terms of Reference and seek views from their Party Category where appropriate and possible in accordance with the Panel Information Policy.

## 7.10 Conflict of Interest

Given that Members have a duty to act independently conflicts of interest should not regularly arise. Members shall have a duty to identify whether a decision presents a conflict of interest. In such cases the Member shall absent themselves from the meeting for the purposes of that decision.

## 8. Membership of the SMKI PMA

The table below sets the composition of the SMKI PMA, pursuant to section L1. Members and their Alternates must have sufficient experience, qualification and expertise.

Voting Members	Non-Voting Representatives
<ul style="list-style-type: none"> <li>• SMKI PMA Chair (casting vote only)</li> <li>• 1 SMKI Specialist</li> <li>• 3 Large Suppliers</li> <li>• 1 Small Supplier</li> <li>• 1 Electricity Networks</li> <li>• 1 Gas Networks</li> <li>• 1 SEC Security Sub-Committee (SSC) Representative</li> <li>• 1 SEC Technical Architecture and Business Architecture Sub-Committee (TABASC) Representative</li> </ul>	<ul style="list-style-type: none"> <li>• DCC Representative</li> <li>• Ofgem Representative</li> <li>• DESNZ Representative</li> </ul>

## 9. Secretariat

SECAS will provide the secretariat and code management for the SMKI PMA. This includes but is not limited to:

- Prepare and maintain the SMKI PMA Member Pack (code of conduct and expenses policy);
- Timetable and organise the SMKI PMA meetings, including meeting rooms;
- Act as quality gatekeeper with the Chair for accepting papers;

- Circulate agendas and papers for consideration at a SMKI PMA meeting 5 Working Days in advance of that meeting date;
- Monitor the quorum prior to meetings to ensure that decision matters are not frustrated or deferred;
- Circulate minutes of the meeting five working days after the meeting for SMKI PMA's approval;
- Administer the circulation list for SMKI PMA papers and minutes;
- Manage the SMKI PMA decisions, actions and risks log;
- Manage the SMKI PMA section of the SEC website;
- Configuration management of the SMKI Document Set and suite of Technical Specification Documents under the remit of the SMKI PMA's governance in accordance with the Panel Release Management Policy (including co-ordinating the SMKI PMA's input to the development of that Policy); and
- Support the operation of the SMKI PMA and the fulfilment of its duties through:
  - co-ordination, and where directed by the SMKI PMA undertaking, all inputs, analyses, assessments and consultations required to support the SMKI PMA business;
  - preparation of the draft SMKI PMA input to the Panel's annual report (July) SEC Section C2.3(h) for the SMKI PMA's approval; and
  - co-ordination of the SMKI PMA's role in the SEC Modifications Process through the relevant Modification Lead(s) to ensure a holistic and efficient process exists between the SMKI PMA and the Change Board.

## 10. Review

The Terms of Reference, membership and operation of the SMKI PMA may be reviewed by the Chair at any time to ensure that they remain appropriate to reflect the duties and requirements of the SEC.

Amendments to these Terms of Reference will be reviewed by the SMKI PMA and approved by the SEC Panel.

## 11. Confidentiality and Disclosure

Given the sensitive nature of the work of the SMKI PMA, agenda items, papers and discussions will be assigned an information sharing level of either CLEAR, GREEN, AMBER; AMBER-STRICT or RED, in line with the [Panel Information Policy](#), the most up to date version will always be kept on the SEC website and should be treated as the true source. The SMKI PMA will add any necessary clarifications for appropriate PKI purposes

Classification	Definition	Criteria
<b>RED</b>	For the eyes and ears of individual members of the governance group only, no further disclosure. RED information must not be shared with anyone else; information is limited to those individual members of the governance group including alternates (Panel/ Sub-	RED Data indicates significant risk for the security, privacy, reputation or operation of organisations involved.  RED is the equivalent to DCC Confidential, as defined by Section M4.22 of the SEC. Any DCC Confidential

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	<p>Committee/ Working Group) and direct recipients of the material. All recipients must have signed an NDA stating their acceptance to abide by these terms. Agenda items marked as RED will be discussed in a closed, confidential session and discussions will only be included in minutes marked as RED. Any documentation classified as RED shall be distributed using the agreed secure storage and distribution platforms.</p>	<p>documents which are circulated to the Panel, it's Sub-Committees or Working Groups, will be treated the same as a RED SECAS document. RED-classified information is to be shared with members of the SMKI PMA governance group via the Egress Switch Platform. All RED documents should be shared in a non-editable format (e.g. PDF) unless the author requires direct input into the development of the document.</p>
<b>AMBER-STRICT</b>	<p>Limited disclosure, recipients can only distribute this on a strict need-to-know basis within their SEC Party Category to protect and prevent harm. This information can be restricted to a specified, narrower audience in some cases which should be clearly articulated on the document. An example would be anonymised details of a security incident or vulnerability that needs to be communicated on a strict need-to-know basis to enable appropriately qualified security specialists to implement prevention or mitigation actions.</p>	<p>AMBER-STRICT is the equivalent to DCC Controlled, as defined by Section M4.23 of the SEC. Any DCC Controlled documents which are circulated to the Panel, it's Sub-Committees or Working Groups must be marked as AMBER-STRICT if the desired audience is limited to sharing within the SEC Party category and not with third-party stakeholders who are not SEC Parties.</p> <p>The SMKI PMA will use Egress as the principal platform for distributing all AMBER-STRICT information. All AMBER-STRICT documents should be shared in a non-editable format (e.g. PDF) unless the author requires direct input into the development of the document.</p>
<b>AMBER</b>	<p>Limited disclosure, recipients can only distribute this within their SEC Party Category and third-party stakeholders (who have a contractual relationship with that SEC Party) including Trade Associations on a need-to-know basis to protect and prevent harm. Agenda items marked as AMBER or AMBER-STRICT will be discussed in a closed, confidential session and discussions will only be included in the Confidential minutes marked as AMBER. Examples of third-party stakeholders include Trade Associations and contracted organisations within the supply chain (such as service providers, vendors, or a third party which has a contractual relationship with a SEC Party).</p>	<p>AMBER applies when information requires support to be effectively acted upon, yet carries risk to security, privacy, reputation, or operations if shared outside of the organisations involved. It can be broadly categorised as information which is restricted to a certain governance group. AMBER documents can be shared beyond the target governance group to those who have a need to know in order to take action and can only be shared by members within their SEC Party Category and third-party stakeholders such as Trade Associations.</p> <p>AMBER-classified information may be shared with members of the SMKI PMA governance group via the Egress Switch Platform or as an attachment to a secure, encrypted email.</p> <p>All AMBER documents should be shared in a non-editable format (e.g. PDF) unless</p>

		the author requires direct input into the development of the document.
<b>GREEN</b>	<p>Limited disclosure, recipients can distribute this information to SEC Parties and SMIP stakeholders but not made publicly available.</p> <p>GREEN will be the default classification for any discussions unless otherwise notified.</p> <p>In practice, GREEN documentation is stored on the SEC website with password restrictions so SEC Parties can only access the documents after logging in.</p> <p>Agenda items marked as GREEN will be included in the minutes marked as GREEN.</p>	<p>GREEN applies when information is useful to increase awareness with SEC Parties. GREEN Data is information which should be shared for the benefit of SEC Parties but cannot be made completely public.</p> <p>GREEN is the equivalent to DCC Controlled (SEC Parties). Any DCC Controlled (SEC Parties), documents which are circulated to the Panel, it's Sub-Committees or Working Groups, will be treated the same as a GREEN SECAS document.</p> <p>Green-classified information may be shared with SEC Parties via the SEC website restricted to SEC Parties. All GREEN documents should be shared in a non-editable format (e.g PDF) unless the author requires direct input into the development of the document.</p>
<b>CLEAR</b>	<p>Recipients can distribute this information to the world, there is no limit on disclosure. Information may be shared without restriction subject to copyright.</p> <p>Agenda items marked as CLEAR will be included in the Non-Confidential minutes marked as CLEAR.</p>	<p>Sources may use CLEAR when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.</p> <p>CLEAR is the equivalent to DCC Public. Any DCC Public documents which are circulated to the Panel, it's Sub-Committees or Working Groups, will be treated the same as a CLEAR SECAS document.</p>

Information sharing levels will be suggested by participants when providing information and determined by the Chair.

As a SMKI PMA Member, each participant 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 the Confidentiality and Disclosure Agreement at Appendix A to these Terms of Reference.

Individuals who the SMKI PMA Chair has invited to attend a meeting of the SMKI PMA will also be asked to sign the Confidentiality and Disclosure Agreement but will only be permitted to attend the SMKI PMA during discussions on agenda items relevant to their organisation or subject matter expertise.

SMKI PMA Members who breach the rules of the confidentiality and disclosure provisions under any information sharing level may have their SMKI PMA membership ceased. The confidentiality and disclosure agreement can be found in Appendix A.

## 12. Definitions

Term	Definition
<b>Code</b>	Means the Smart Energy Code (including its Schedules and the SEC Subsidiary Documents).
<b>Contingency Private Key</b>	Means the Private Key, which is part of the Key Pair.
<b>DCC Key Infrastructure (or DCCKI)</b>	Means the public key infrastructure established by DCC to provide, amongst other things, transport layer security across DCC Gateway Connections.
<b>DCCKI Registration Authority Policies and Procedures (or DCCKI RAPP)</b>	Means the SEC Subsidiary Document of that name set out in Appendix W, which is originally to be developed pursuant to Section L13.35 to L13.36 (the DCCKI Registration Authority Policies and Procedures: Document Development).
<b>Draft Proposal</b>	Each variation of the Smart Energy Code must commence with a proposal made in accordance with the provisions of Section D1 (a Draft Proposal).
<b>Modification Proposal</b>	Is the term applied to a Draft Proposal once the Panel has agreed it should be progressed further in accordance with Section D3.11 (Initial Consideration by the Panel).
<b>Party Category</b>	Means, as the context requires, one of the following categories; (a) the Large Supplier Parties collectively; (b) the Small Supplier Parties collectively; (c) the Electricity Network Parties collectively; (d) the Gas Network Parties collectively; (e) the Other User Parties collectively; (f) the Shared Resource Providers collectively; and (g) the Other SEC Parties collectively.
<b>Recovery Private Key</b>	Means the Private Key which is part of that Key Pair established by the DCC for the purposed of the replacement of Organisation Certificated on Devices after a Relevant Private Key has been compromised.
<b>Relevant Private Key</b>	Means the following: (i) The Contingency Symmetric Key; (ii) A Private Key which is associated with a Public Key contained in any Organisation Certificate or OCA Certificate, Data from which is used to populate the Device Security Credentials of a Device comprising part of an Enrolled Smart Metering System; (iii) A Private Key which is associated with a Public Key contained in any Organisation Certificate, Data from which is used to populate part of any Device Security Credentials held by an S1SP; (iv) A Private Key which was used as part of the process of Issuing any OCA Certificate or Organisation Certificate referred to in (ii) or (iii) above;

Term	Definition
	<p>(v) A Private Key which is used to Digitally Sign any XML Document, and which is associated with a Public Key that is contained with any Organisation Certificate; or</p> <p>(vi) A Private Key which is associated with a Public Key contained in any certificate issued in accordance with an S1SPKI Certificate Policy, and which is determined by the SMKI PMA as being a Private Key for the purposes of this paragraph.</p>
<b>SMETS1 Symmetric Key</b>	Means an Authentication Key or Symmetric Key which is in either case used to process communications with SMETS1 Devices.
<b>SMETS1 Symmetric Key Arrangement</b>	Means any arrangement that is established (or to be established) for the purpose, among other things, of providing secure communications between the DCC and SMETS1 Devices by means of using SMETS1 Symmetric Keys.
<b>SMKI Participants</b>	Means the DCC (acting in its capacity as the provider of the SMKI Services), all Authorised Subscribers and all Relying Parties.
<b>SMKI Recovery Key Guidance</b>	Is a document of that name which makes such provision as is appropriate, in relation to any incident in which a Relevant Private Key is (or is suspected of being) Compromised, for any one or more of that set out in SEC Section L10.9.
<b>SMKI Repository</b>	Means a System for storing and making available copies of that set out in SEC Section L5.1
<b>Voting Group</b>	In respect of each Party Category, each Party that falls into that Party Category collectively with that Party's Affiliates (if any) who also fall into that Party Category.



## Appendix A – Confidentiality and Disclosure Agreement

I, the undersigned, have read and understood the Smart Metering Key Infrastructure Policy Management Authority Terms of Reference.

I understand that I am required to comply with the confidentiality and disclosure obligations in respect of each of the five information sharing levels (Clear, Green, Amber, Amber-Strict and Red), as set out in the Terms of Reference.

I understand that I must declare any conflict of interest that I have to the SMKI PMA Chair whether it exists now or during my continued membership of the group, as soon as I become aware that such a conflict exists.

I understand that should I fail to abide by the information sharing levels confidentiality and disclosure obligations or conflict arrangements (as set out in the Smart Metering Key Infrastructure Policy Management Authority Terms of Reference) I may be excluded from the Smart Metering Key Infrastructure Policy Management Authority.

Having understood and accepted the above statements, I therefore agree to abide by the Terms of Reference in my engagement with this group.

Name:

SEC Party Category:

Primary/Alternative Participant (delete as appropriate)

Signature:

Date: