

**ENERGY**

**SMART METERS**

**DRAFT MODIFICATIONS TO THE SMART ENERGY CODE AND THE SMART METER  
COMMUNICATION LICENCES (SMART METERS No. 1 of 2020)**

Presented to Parliament pursuant to section 89 of the Energy Act 2008

*Draft modifications to the Smart Energy Code and the Smart Meter Communication Licences laid before Parliament under section 89(3) of the Energy Act 2008; draft to lie for forty days pursuant to section 89(4) of that Act, during which period either House of Parliament may resolve that the licence modifications not be made.*

## ENERGY

### SMART METERS

#### **DRAFT MODIFICATIONS TO THE SMART ENERGY CODE AND THE SMART METER COMMUNICATION LICENCES (SMART METERS No. 1 of 2020)**

The Secretary of State makes the following licence modifications and modifications to the Smart Energy Code in exercise of the powers conferred by section 88(1) of the Energy Act 2008 ("the Act").

The Secretary of State has consulted the holders of any licence being modified, the Gas and Electricity Markets Authority and such other persons as the Secretary of State considered appropriate in accordance with section 89(1) of the Act.

A draft of these modifications has been laid before Parliament in accordance with section 89(3) of the Act. Neither House of Parliament resolved, within the 40-day period referred to in section 89(4) of the Act, that the Secretary of State should not make the modifications.

#### **Interpretation**

1 In these modifications –

- (a) "Smart Energy Code" means the document of that title required to be maintained and in force in accordance with condition 22 of the smart meter communication licences; and
- (b) "smart meter communication licences" means –
  - (i) the licence granted to Smart DCC Limited on 20 September 2013 under section 7AB(2) of the Gas Act 1986; and
  - (ii) the licence granted to Smart DCC Limited on 20 September 2013 under section 6(1A) of the Electricity Act 1989.

#### **Modifications to the Smart Energy Code**

2 The Smart Energy Code is modified, in accordance with paragraphs 3 to 9 below, with effect from the day after the day on which this instrument is made.

3 In Section A, in Section A1, in Section A1.1 –

- (a) insert, in alphabetical order, the following new definitions –

<b>"Independent S1SPKM Assurance Service Provider"</b>	has the meaning given to that expression in the S1SPKM Compliance Policy (DCC: Duty to Procure Independent Assurance Services).
<b>Interoperability Checker Service</b>	has the meaning given to that expression in Section H16.8 (Obligations of the DCC).
<b>Interoperability Data</b>	has the meaning given to that expression in Section H16.2 (The Responsibility of Supplier Parties).

<b>Smart Mode</b>	has the meaning given to that expression at Section H16.15 (Definitions).
<b>SMETS1 Cryptographic Key Management Policy</b>	means any SEC Subsidiary Document of that name set out in Appendix [TBC], which is originally to be developed pursuant to Section L14.7 (The SMETS1 Cryptographic Key Management Policy: Document Development) and Section L14.8 (Document Development: Process).
<b>SMETS1 Service Provider PKI (or S1SPKI)</b>	means any public key infrastructure established (or to be established) for the purpose, among other things, of providing secure communications between the DCC and SMETS1 Devices.
<b>SMETS1 Symmetric Key Arrangement</b>	means any arrangement that is established (or is 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>S1SPKI Certificate Policy (or S1SPKI CP)</b>	means any SEC Subsidiary Document of that name set out in Appendix [TBC ], which is originally to be developed pursuant to Section L14.5 (The S1SPKI Certificate Policies: Document Development) and Section L14.8 (Document Development: Process).
<b>S1SPKI Certification Practice Statement (or S1SPKI CPS)</b>	has the meaning given to that expression in Section L14.9 (The S1SPKI Certification Practice Statement).
<b>S1SPKI Registration Authority Policies and Procedures (or S1SPKI RAPP)</b>	means any SEC Subsidiary Document of that name set out in Appendix [ ], which is originally to be developed pursuant to Section L14.6 (The S1SPKI Registration Authority Policies and Procedures: Document Development) and Section L14.8 (Document Development: Process).
<b>S1SPKM Compliance Policy</b>	means the SEC Subsidiary Document of that name set out in Appendix [TBC].
<b>S1SPKM Document Set</b>	has the meaning given to that expression in Section L14.3 (The S1SPKM Document Set).
<b>S1SPKM SEC Documents</b>	has the meaning given to that expression in Section L14.4 (The S1SPKM SEC Documents).";

(b) in the definition of "**Compromised**" –

- (i) in sub-paragraph (e)(iii), after "Certification Authority Certificate associated with the Private Key referred to in (ii);" delete "and";
- (ii) in sub-paragraph (f)(iii), after "DCCICA Certificate associated with the Private Key referred to in (ii);" delete "and";
- (iii) after existing sub-paragraph (f)(iii), insert a new sub-paragraph (g) as follows –
  - "(g) in relation to any certificate issued under an S1SPKI (the 'end certificate'), that any of the following Private Keys is Compromised:

- (i) the Private Key associated with the Public Key that is contained within that end certificate;
    - (ii) any other Private Key that has been used to Digitally Sign any certificate that may be used to link the end certificate to the root certificate for that S1SPKI; and"; and
  - (iv) renumber existing sub-paragraph (g) as sub-paragraph (h);
  - (c) in the definition of "**DCO**", after "ascribed to a DCO in this Code" insert "; and where the DCC carries out that role and those activities by processing communications which relate to different SMETS1 Service Providers, it shall be treated as being a separate DCO in respect of the communications relating to each such SMETS1 Service Provider"; and
  - (d) in the definition of "**SMETS1 Service Provider**", after "ascribed to a SMETS1 Service Provider in this Code" insert "; and where the DCC relies on the services of more than one DCC Service Provider for the purposes of carrying out that role and those activities, it shall be treated as being a separate SMETS1 Service Provider to the extent of its reliance on the services of each such DCC Service Provider".
- 4 In Section G, in Section G7, in Section G7.16(a) after "representative of the Secretary of State" insert "and a representative of the Authority".
- 5 In Section H, after existing Section H15, insert a new Section H16 as set out in Schedule 1 of this instrument.
- 6 In Section I, in Section I1, in Section I1.7 –
- (a) after Section I1.7(f) delete, in its entirety, existing Section I1.7(g); and
  - (b) renumber existing Sections I1.7(h) to I1.7(n) as Sections I1.7(g) to I1.7(m) respectively.
- 7 In Section K, in Section K11, in Section K11.1, in the definition of "**UITMR Period**" delete existing sub-paragraph (b) and insert a new sub-paragraph (b) as follows "(b) ends on 31 March 2021".
- 8 In Section L –
- (a) in Section L1 –
    - (i) in Section L1.17 –
      - (A) in Section L1.17(k), after "SMKI SEC Documents" delete "or the DCCKI SEC Documents" and insert ", the DCCKI SEC Documents, or the S1SPKM SEC Documents";
      - (B) in Section L1.17(m), after "SMKI Document Set" delete "or the DCCKI Document Set" and insert ", the DCCKI Document Set or the S1SPKM Document Set";
      - (C) in Section L1.17(n), after "the DCCKI Services" delete "and the DCCKI Repository Service" and insert ", the DCCKI Repository Service, each S1SPKI and each SMETS1 Symmetric Key Arrangement";
      - (D) in Section L1.17(o) after "in accordance with Section L9.1;" delete "and";
      - (E) after existing Section L1.17(o), insert new Sections L1.17(p) to (r) as follows –

- (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 L14.11;
      - (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"; and
  - (F) renumber existing Section L1.17(p) as Section L1.17(s);
  - (ii) in the heading immediately after existing Section L1.18, after "**of the SMKI SEC Documents**" insert "**and S1SPKM SEC Documents**"; and
  - (iii) in Section L1.19 –
    - (A) in Section L1.19(a) –
      - 1) after "Proposals in respect of" insert "any of"; and
      - 2) after "the SMKI SEC Documents" insert "or S1SPKM SEC Documents"; and
    - (B) in Section L1.19(b) –
      - 1) after "Proposals in respect of" insert "any of"; and
      - 2) after "the SMKI SEC Documents" insert "or S1SPKM SEC Documents";
  - (b) in Section L10, in Section L10.30, delete existing Section L10.30(c) and insert a new Section L10.30(c) as follows –
    - "(c) a "**Relevant Private Key**" means:
      - (i) a Private Key which is used to encrypt the Contingency Key Pair;
      - (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 paragraph (ii) or (iii) above;
  - (v) a Private Key which is used to Digitally Sign any XML Document, and which is associated with a Public Key that is contained within any Organisation Certificate; or
  - (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;"; and
- (c) after existing Section L13, insert new Sections L14 and L15 as set out in Part A and Part B (respectively) of Schedule 2 of this instrument.
- 9 In Section X, in Section X1 delete existing Section X1.5A and insert a new Section X1.5A as follows –
- "X1.5A With effect from Completion of Implementation this Section X (and any variations to this Code provided for in, or made by directions pursuant to, this Section X) shall cease to apply (save as set out in Section X5.8), and this Code shall automatically be modified so as to delete this Section X. ".

#### **Modifications to the Smart Meter Communication Licences**

- 10 The conditions of the smart meter communication licences are modified, in accordance with paragraphs 11 to 13 below, with effect from the day after the day on which this instrument is made.
- 11 In Condition 1 –
- (a) insert, in alphabetical order, the following new definition –

<b>"Interoperability Checker Service</b>	means the service that is operated by the Licensee pursuant to Part D1 of Condition 17 (Requirements for the provision of services) for the purpose of making available information to Energy Consumers about certain types of Smart Meters and the use that may be made of them by Energy Suppliers."; and
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  - (b) in the existing definition of "**Mandatory Business Service**", after "the Enabling Services, (iv)" insert "the Interoperability Checker Service, (v)".
- 12 In Condition 8, in paragraph 8.4 –
- (a) in sub-paragraph (d) after "disposed of or deleted;" insert "and";
  - (b) after sub-paragraph (d) delete, in its entirety, existing sub-paragraph (e); and
  - (c) renumber existing sub-paragraph (f) as sub-paragraph (e).
- 13 In Condition 17 –
- (a) after existing paragraph 17.20 insert a new heading and a new paragraph 17.20A as follows –

**"Part D1: Terms for provision of the Interoperability Checker Service"**

17.20A The Licensee must, on behalf of Energy Suppliers who are SEC Parties, provide an Interoperability Checker Service, which shall:

- (a) consist of making available to Energy Consumers, in a form readily accessible to them, information in relation to certain types of Smart Meters installed at premises and the use that may be made of them by Energy Suppliers;
  - (b) relate to such types of Smart Meters, such information and such manner of provision of information, as may be more fully described in the SEC; and
  - (c) be on such terms as are prescribed by, or determined in accordance with, the provisions of the SEC."; and
- (b) in paragraph 17.34 after the existing definition of "**Enrolment Service**" insert a new definition as follows –

**"Interoperability Checker Service** has the meaning given to that term in Part D1 of this condition, but subject to any further definition or other relevant provision that may be set out in the SEC."

*Name*

Parliamentary Under Secretary of State

Department for Business, Energy and Industrial Strategy

Date

## SCHEDULE 1

### NEW SECTION H16 TO BE INSERTED (AFTER EXISTING SECTION H15) IN THE SMART ENERGY CODE

#### "H16 INTEROPERABILITY CHECKER SERVICE

##### **The Responsibility of Supplier Parties**

- H16.1 Each Supplier Party shall ensure that Energy Consumers at premises supplied by it with electricity and/or gas shall:
- (a) have access to the information described in Section H16.2;
  - (b) be able to access that information in the manner described in Section H16.4; and
  - (c) have such access in such manner during the period determined in accordance with Section H16.5.
- H16.2 The information described in this Section (the "**Interoperability Data**") is, in respect of each premises, information as to:
- (a) whether the supply of electricity or the supply of gas (as determined by the request made by the Energy Consumer) to the premises is made through an Enrolled Smart Metering System; and
  - (b) where either the supply of electricity or the supply of gas is made through an Enrolled Smart Metering System:
    - (i) whether the supply of other fuel is also made through an Enrolled Smart Metering System;
    - (ii) the name of the Electricity Supplier or the name of the Gas Supplier (or both as the case may be);
    - (iii) whether any such Enrolled Smart Metering System is a SMETS1 Smart Metering System or a SMETS2 Smart Metering System; and
    - (iv) where any such Enrolled Smart Metering System is a SMETS1 Smart Metering System, the name of each electricity and/or gas supplier (as the case may be) which has notified the DCC that it is its policy, if it commences to supply premises at which a Smart Metering System of that type is installed, to operate that Smart Metering System in Smart Mode.
- H16.3 For the purposes of Section H16.2(b)(iv), the name of the electricity or gas supplier shall include, where applicable, any brand name that the electricity or gas supplier has notified to the DCC as a brand name that it uses in any communications with or to Energy Consumers.
- H16.4 The Interoperability Data in respect of any premises shall be able to be accessed by each Energy Consumer at those premises on the request of that Energy Consumer, by means of remote communications, and free of charge.
- H16.5 The Interoperability Data shall be capable of being accessed by an Energy Consumer:
- (a) from any such date as may be specified in a direction issued by the Secretary of State to all Supplier Parties and the DCC;
  - (b) until any such date as may be specified in a further direction issued by the Secretary of State to all Supplier Parties and the DCC,



and for these purposes the Secretary of State may exercise the power to give a direction under Sections H16.5(a) and (b) more than once.

#### **Provision of Data by Suppliers to the DCC**

- H16.6 For the purpose of establishing a record of the Interoperability Data referred to in Section H.16.2(b)(iv), each Supplier Party may provide the DCC, in such manner and in such form as may be specified by the DCC, with a statement which:
- (a) is in respect of each type of Smart Metering System which at that time constitutes an Enrolled SMETS1 Smart Metering System at any premises;
  - (b) indicates whether the policy of that Supplier Party, if it commenced (at the date of the statement) to supply premises at which that type of Smart Metering System was installed, would be, subject to any exceptions identified by the Licensee in the statement, to operate it in Smart Mode; and
  - (c) is accurate and up to date.
- H16.7 Where a Supplier Party provides a statement to the DCC in accordance with Section H16.6, it may also notify the DCC of any brand name (including where it works in partnership with a White Label Tariff Provider any brand name of the White Label Tariff Provider) it uses when engaging in activities that are directed at, or incidental to identifying and communicating with, Energy Consumers in relation to the supply of electricity or gas.

#### **Obligations of the DCC**

- H16.8 On behalf of all Supplier Parties, and for the purpose of ensuring that each Supplier Party can discharge its responsibility under Section H16.1, the DCC shall provide a service to be known as the "**Interoperability Checker Service**", being a service:
- (a) by means of which the Interoperability Data in respect of each premises to which gas and/or electricity is supplied shall be made available to Energy Consumers at those premises so that it may be accessed by each Energy Consumer on request and free of charge by means of remote communications; and
  - (b) that is provided during the period determined in accordance with Section H16.5.
- H16.9 For the purpose of providing the Interoperability Checker Service in accordance with Section H16.8, the DCC shall enter into an agreement in accordance with Sections H16.10 to H16.12 with either:
- (a) Citizens Advice and Citizens Advice Scotland; or
  - (b) such other person as may, in substitution for those named in paragraph (a), be specified in a direction issued by the Secretary of State to the DCC.
- H16.10 The agreement referred to in Section H16.9 shall be an agreement under which the person identified in that Section shall, by means of:
- (a) one or more dedicated pages on a website; or
  - (b) a dedicated smartphone or tablet application,
- maintained by it or on its behalf, agree to provide a facility through which Energy Consumers may request and obtain the Interoperability Data via remote communications.
- H16.11 The agreement referred to in Section H16.9 shall, as a minimum, contain terms which require that the facility provided under that agreement is designed to ensure that:

- (a) any person requesting Interoperability Data shall be able to obtain such data only on providing information that reasonably establishes that he or she is an Energy Consumer at the premises to which the Interoperability Data relates;
- (b) appropriate safeguards are in place to ensure that Interoperability Data may be accessed only by individual Energy Consumers, and may not be accessed by means of software capable of making automated requests in respect of multiple premises;
- (c) no Interoperability Data, or any information provided by Energy Consumers for the purposes of requesting the Interoperability Data, may be accessed, retained or processed by the person providing the facility:
  - (i) in such a manner as may be used to provide, or used in conjunction with the provision of, any other service by that person to an Energy Consumer; or
  - (ii) for any purpose other than ensuring the effective provision of the facility.

H16.12 A copy of the agreement entered into by the DCC in accordance with Section H16.9 shall, as soon as practicable after it has been entered into, be submitted by the DCC to the Secretary of State.

H16.13 The DCC shall have no liability to any Party where it provides (or does not provide) the Interoperability Checker Service in circumstances where it should not (or should) have done so, to the extent that the same arises due to inaccuracies in the Interoperability Data that are not caused by the DCC.

#### **Provision of Data by the DCC to Suppliers**

H16.14 The DCC shall provide Supplier Parties, in such manner and in such form as may be determined from time to time by the DCC, with a statement that sets out each particular type of SMETS1 Smart Metering System which at that time is or can become an Enrolled SMETS1 Smart Metering System.

#### **Definitions**

H16.15 For the purposes of this Section H16:

<b>Smart Mode</b>	means, in respect of a Smart Metering System of a particular type, that a Supplier Party does or will, on a regular basis, send communications to and receive communications from that Smart Metering System by means of the DCC's Communications Services."
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## SCHEDULE 2

### NEW SECTIONS L14 AND L15 TO BE INSERTED (AFTER EXISTING SECTION L13) IN THE SMART ENERGY CODE

#### Part A: New Section L14 to be inserted (after existing Section L13) in the Smart Energy Code

##### **"L14 THE S1SPKM DOCUMENT SET**

###### **Obligations on the SMKI PMA**

- L14.1 The SMKI PMA shall exercise the functions that are allocated to it under and (in so far as they apply to it) comply with the requirements of the S1SPKM Document Set.

###### **Obligations on the DCC**

- L14.2 The DCC shall (in so far as they apply to it) comply with the requirements of the S1SPKM Document Set.

###### **The S1SPKM Document Set**

- L14.3 For the purposes of this Section L14, the **"SMETS1 Service Provider Key Management Document Set"** (or **"S1SPKM Document Set"**) means:

- (a) the S1SPKM SEC Documents; and
- (b) each S1SPKI CPS.

###### **The S1SPKM SEC Documents**

- L14.4 For the purposes of this Section L14, the **"SMETS1 Service Provider Key Management SEC Documents"** (or **"S1SPKM SEC Documents"**) means the provisions of the Code comprising:

- (a) the following SEC Subsidiary Documents:
  - (i) each S1SPKI Certificate Policy;
  - (ii) each S1SPKI RAPP;
  - (iii) each SMETS1 Cryptographic Key Management Policy;
  - (iv) the SMKI Recovery Procedure;
  - (v) the S1SPKM Compliance Policy;
- (b) the provisions of this Section L14; and
- (c) every other provision of the Code which relates to the establishment, provision or use of any the S1SPKI, or to any matters directly arising from or affecting the establishment, provision or use of the S1SPKI.

###### **The S1SPKI Certificate Policies: Document Development**

- L14.5 The DCC shall develop a draft of one or more S1SPKI Certificate Policies:
- (a) so that each such S1SPKI CP shall be in equivalent form, and have content which corresponds, to the Organisation Certificate Policy; and
  - (b) in accordance with the process set out at Section L14.8.

###### **The S1SPKI Registration Authority Policies and Procedures: Document Development**

L14.6 The DCC shall develop a draft of one or more S1SPKI Registration Authority Policies and Procedures:

- (a) so that there shall be an S1SPKI RAPP in respect of each S1SPKI CP;
- (b) so that each such S1SPKI RAPP shall make provision for such matters as are specified in the related S1SPKI CP as being matters to be provided for in that S1SPKI RAPP;
- (c) in accordance with the process set out at Section L14.8.

**The SMETS1 Cryptographic Key Management Policy: Document Development**

L14.7 The DCC shall, in respect of each SMETS1 Symmetric Key Arrangement, develop a draft of a SMETS1 Cryptographic Key Management Policy, which shall:

- (a) be in accordance with the requirements of "A10.1.2 – Key Management" of ISO 27001;
- (b) set out the policy on the use, protection and duration of the Symmetric Keys throughout their entire lifecycle;
- (c) make provision for managing those Symmetric Keys throughout their entire lifecycle, including in particular provision for generating, storing, archiving, distributing, retiring and destroying them;
- (d) specify secure procedures and methods for:
  - (i) generating Symmetric Keys for different cryptographic systems and different applications;
  - (ii) distributing Symmetric Keys to intended recipients;
  - (iii) activating the Symmetric Keys when received;
  - (iv) storing Symmetric Keys and providing access to them for authorised users;
  - (v) changing or updating Symmetric Keys, including provision for how and when they will be changed or updated;
  - (vi) dealing with Compromised Symmetric Keys;
  - (vii) revoking Symmetric Keys, including provision for how and when they are to be withdrawn or deactivated;
  - (viii) recovering Symmetric Keys that are lost or corrupted;
  - (ix) backing-up or archiving Symmetric Keys;
  - (x) destroying Symmetric Keys; and
  - (xi) the logging and auditing of key management related activities; and
- (e) be developed in accordance with the process set out at Section L14.8.

**Document Development: Process**

L14.8 The process set out in this Section L14.8 for the development of a draft of any S1SPKI CP, S1SPKI RAPP and SMETS1 Cryptographic Key Management Policy, is that, in respect of each such document:

- (a) the DCC shall, as soon as reasonably practicable after the coming into effect of this Section L14, in consultation with the Parties and such other persons as it considers appropriate, produce a draft of the document;

- (b) where a disagreement arises with any person who is consulted 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 document specified in Section L14.5, L14.6 or L14.7 (as the case may be);
- (c) the DCC shall send a draft of the document to the Secretary of State as soon as is practicable after it is produced, 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; and
  - (ii) a summary of any disagreements that arose during consultation, identifying in particular any 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 of the document, including in particular:
  - (i) any requirement to produce and submit to the Secretary of State a further draft of the document; and
  - (ii) 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.

#### **The S1SPKI Certification Practice Statement**

- L14.9 The DCC shall establish, give effect to, maintain and comply with one or more documents, each of which shall be known as an "**S1SPKI Certification Practice Statement**" (or "**S1SPKI CPS**"), so that there shall be an S1SPKI CPS in respect of each S1SPKI CP.
- L14.10 Each S1SPKI CPS shall be a document which:
  - (a) sets out the policies and procedures of the DCC designed to ensure that it will comply with the requirements of the related S1SPKI Certificate Policy;
  - (b) incorporates the detailed operating procedures to be used by the DCC for the purposes of its compliance with the requirements of that Policy;
  - (c) incorporates such other provisions as may be required by or in accordance with that Policy or any other part of the Code; and
  - (d) has been reviewed by the SMKI PMA and either approved by it or not rejected (whether or not following the making of such amendments as may be directed by the SMKI PMA) in accordance with the provisions of Section L14.11(b).
- L14.11 For the purposes of the review of an S1SPKI CPS by the SMKI PMA in accordance with Section L14.10(d):
  - (a) the DCC shall submit an initial draft of the document to the SMKI PMA as soon as reasonably practicable after the coming into effect of this Section L14;
  - (b) the SKMI PMA shall review the initial draft of the document and shall:
    - (i) approve the draft;
    - (ii) determine that the draft is not rejected;
    - (iii) reject the draft; or

- (iv) notify the DCC that it will either approve the draft or the determine that the draft is not rejected subject to the DCC first making such amendments to the document as it may direct; and
  - (c) the DCC shall make any amendments to the draft document that may be directed by the SMKI PMA in accordance with sub-paragraph (b)(iv).
- L14.12 The DCC shall keep each S1SPKI CPS under review, and shall in particular carry out a review of an S1SPKI CPS:
- (a) whenever (and to the extent to which) it may be required to so by the SMKI PMA; and
  - (b) following receipt of a notification from the SMKI PMA in accordance with Section L1.17(q) (Duties of the SMKI PMA).
- L14.13 Following:
- (a) any review of an S1SPKI CPS, the DCC may propose amendments to that document, and:
    - (i) any such amendments shall be submitted by the DCC to the SMKI PMA for its review; and
    - (ii) following the review by the SMKI PMA, the provisions of Sections L14.11(b) and (c) shall apply in respect of those amendments as they applied to the initial draft of the S1SPKI CPS; and
  - (b) a review carried out in accordance with Section L14.12(b), the DCC shall report to the SMKI PMA any remedial steps taken or proposed to be taken in order for it to continue to meet its obligations under Section G (Security).".

**Part B: New Section L15 to be inserted (after new Section L14) in the Smart Energy Code**

**"L15 S1SPKM ASSURANCE**

**S1SPKM Compliance Policy**

- L15.1 The SKMI PMA shall exercise the functions allocated to it by the S1SPKM Compliance Policy.
- L15.2 The DCC shall procure all such services as are required for the purposes of complying with its obligations under the S1SPKM Compliance Policy.

**The DCC: Duty to Cooperate in Assessment**

- L15.3 The DCC shall do all such things as may be reasonably requested by the SMKI PMA, or by any person acting on behalf of or at the request of the SMKI PMA (including in particular the Independent S1SPKM Assurance Service Provider), for the purposes of facilitating an assessment of the DCC's compliance with any applicable requirements of the S1SPKM Document Set.
- L15.4 For the purposes of Section L15.3, the DCC shall provide the SMKI PMA (or the relevant person acting on its behalf or at its request) with:
- (a) all such Data as may reasonably be requested, within such times and in such format as may reasonably be specified; and
  - (b) all such other forms of cooperation as may reasonably be requested, including in particular access at all reasonable times to:
    - (i) such parts of the premises of the DCC as are used for; and
    - (ii) such DCC Personnel as carry out, or are authorised to carry out, any activities related to its compliance with the applicable requirements of the S1SPKM Document Set.

**Events of Default**

- L15.5 In relation to an Event of Default which consists of a material breach by the DCC of any applicable requirements of the S1SPKM Document Set, the provisions of Sections M8.2 (Notification of an Event of Default) to M8.4 (Consequences of an Event of Default) shall apply subject to the provisions of Sections L15.6 to L15.12.
- L15.6 For the purposes of Sections M8.2 to M8.4 as they apply pursuant to Section L15.5, an Event of Default shall (notwithstanding the ordinary definition thereof) be deemed to have occurred in respect of the DCC where it is in material breach of any applicable requirements of the S1SPKM Document Set (provided that Sections M8.4(e), (f) and (g) shall never apply to the DCC).
- L15.7 Where in accordance with Section M8.2 the Panel receives notification that the DCC is in material breach of any applicable requirements of the S1SPKM Document Set, it shall refer the matter to the SMKI PMA. On any such referral, the SMKI PMA may investigate the matter in accordance with Section M8.3 as if the references in that Section to the "Panel" were to the "SMKI PMA".
- L15.8 Where the SMKI PMA has:
- (a) carried out an investigation in accordance with Section M8.3; or
  - (b) received a report from the Independent S1SPKM Assurance Service Provider, following an assessment by it of the compliance of the DCC with the applicable

requirements of the S1SPKM Document Set, concluding that the DCC has not complied with those requirements,

the SMKI PMA shall consider the information available to it and shall determine whether any non-compliance with the SMKI Document Set has occurred and, if so, whether that non-compliance constitutes an Event of Default.

- L15.9 Where the SMKI PMA determines that an Event of Default has occurred, it shall:
- (a) notify the DCC and any other Party it considers may have been affected by the Event of Default; and
  - (b) refer the matter to the Panel for the Panel to determine the appropriate steps to take in accordance with Section M8.4.
- L15.10 Where the Panel is considering what steps to take in accordance with Section M8.4, it shall request and consider the advice of the SMKI PMA.
- L15.11 Where the Panel determines that the DCC is required to give effect to a remedial action plan in accordance with Section M8.4(d) that plan must be approved by the SMKI PMA.
- L15.12 Where, in accordance with Section L15.11, the SMKI PMA has approved a remedial action plan in relation to the DCC, the Panel may arrange for a version of the approved plan (or parts of that plan) to be made available to all the Parties, but only where the Panel considers that such dissemination is necessary for the purposes of security.".