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## **Strategic Working Group**

### **Terms of Reference (ToR) Version 0.5**

The Strategic Working Group (SWG) is not a formal SEC Sub-Committee, and therefore has no defined responsibilities within the SEC. It has been set up as a sub-set of the SEC Panel membership to fulfil a specific purpose. The term of the Group shall be reviewed over time.

#### **1. The role of the Strategic Working Group (SWG)**

##### **1.1 The overall scope of the SWG**

- To take a longer-term view of the Smart Metering and energy landscape, in order to proactively identify touchpoints with the SEC, and to propose the role which the SEC should play in those areas.
- To identify a suitable Mission Statement for the SEC, considering the expanding scope for Smart Metering, as well as 'Elective' and 'Added value' services,
- To identify related goals and objectives for the SEC for the next–10-years.
- To represent the interests of all key stakeholders impacted by the SEC, including SEC Parties, BEIS, Ofgem, and the end consumer, seeking their direct input where required.
- To consider how current SEC Panel objectives regarding delivery of overall value for SEC Parties, stakeholders and end consumers, can be enhanced, noting the different value drivers for each group.
- To ensure the other SEC objectives are best met both now and in the future.
- To establish a Roadmap of activity for the SEC, ensuring avoidance of duplication or contradiction with other Codes, and to ensure that the transition of authority from BEIS is appropriately reflected.
- To review proposed additions to the SEC which would require revision to the strategic Roadmap.
- To consider the impact of other Code activities on the SEC, and SEC activities on other Codes.
- To influence the direction and decisions made by parties outside the SEC for the betterment of the overall Smart Metering infrastructure, and furtherance of the SEC objectives.
- To identify any emerging risks or issues within the wider Smart Metering Programme, for which a strategic response is required.
- To provide recommendations to the SEC Panel in relation to the above areas and ongoing strategic direction of the SEC.

## **2. Proceedings of the SWG**

### **2.1 Meetings**

The SWG shall hold meetings with such frequency as it may determine or the SWG Chair may direct, but in any event shall meet at least once every two months.

### **2.2 Quorum**

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

### **2.3 Meeting Notice and Papers**

Each meeting that the SWG determines, or the SWG Chair directs, shall be convened by the Secretariat. A minimum of five Working Days' notice shall be provided.

The 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.
- Agenda and supporting papers.

### **2.4 SWG Chair**

The SEC Panel shall approve the appointment of the SWG Chair and shall review the appointment in twelve months from the date of appointment.

Selection of the SWG Chair shall be determined by SEC Panel, providing the selection ensures that:

- the selection does not preclude the Panel Chair fulfilling this role.
- the candidate selected is regarded by the Panel as having suitable experience and expertise to discharge their duties as the SWG Chair.
- the candidate has declared any relationships or shareholdings with individuals or organisations that might be perceived to create a conflict of interest and, in light of such declarations, the SEC Panel believes that the candidate will be able to act in a sufficiently independent manner in their role as the SWG Chair.
- The Chair shall arrange for a suitable alternate to deputise on occasions when the Chair may be unable to attend a meeting of the SWG.

### **2.5 Powers and Voting**

The SWG will not have any formal powers or voting capacity. Its role is to support the Panel by making recommendations for its consideration and approval.

A simple majority view from the SWG will be presented as the recommendation, along with any alternative viewpoints for the Panel's consideration.

### **2.6 Membership**

The SWG shall accept volunteers from the SEC Panel to serve on the SWG. Those individuals shall be of suitable experience and qualifications required to fulfil the duties of the SWG as determined by the Panel.

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. SWG members may wish to nominate an Alternate with a complimentary skill set to their own. The Alternate, once approved, may attend the SWG and must act in the capacity as Alternate to discharge the member's duties.

### **2.6.1 Composition**

The voting SWG Members shall be as follows:

- 1 Member from Citizen's Advice
- 1 Member from the Large Supplier Party Category
- 1 Member from the Small Supplier Party Category
- 1 Member from a Network Party
- 1 Member from an Other SEC Party Category
- 1 Member from the Data Communications Company (DCC)
- Independent Chair of TABASC
- Independent Chair of OPSG
- Independent Chair of SSC/SMKI PMA

Non- voting advisors shall be:

- 1 Member from BEIS
- 1 Member from Ofgem

### **2.6.2 Term of Office**

The SWG Chair will review membership of the Sub-Committee on an annual basis, inviting Panel member volunteers. The normal term of office for each member is 12 months.

### **2.6.3 Other Interested Parties**

In addition to the core SWG Members, the SWG Chair is entitled to invite any persons the SWG he/she determines it appropriate to do so. It is envisaged that any such persons will be able to provide the SWG with expert advice on technical matters. SWG member Alternates may be invited to SWG meetings to fulfil this purpose.

### **2.6.4 Member Confirmation**

Before a person may serve on the SWG as a Member or Member's Alternate, that person shall provide written confirmation to SECCo that:

- they agree to serve on the SWG in accordance with the SEC;
- they will be available as reasonably required by the SWG to attend at least 50% of meetings and miss no more than 3 meetings in a row without sending an Alternate. Members should also be prepared to undertake some work outside of meetings;
- they shall be prepared to promptly give their expert view, contributing to discussions on matters within the scope of these Terms of Reference; and
- they should also seek views from their Party category where appropriate, in accordance with the Panel Information Policy.

### 2.6.5 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 matter.

## 3. Secretariat

SECAS will provide the secretariat for the SWG. This includes but is not limited to:

- Timetable and organise the SWG meetings, including meeting rooms
- Act as quality gatekeeper with the Chair for accepting papers
- Circulate agendas and papers for consideration at SWG meetings, 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 the SWG's approval
- Administer the circulation list for SWG papers and Minutes
- Manage the SWG risks, issues, actions and dependencies (RAID) log
- Support the operation of the SWG and the fulfilment of its duties through:
  - co-ordination, and where directed by the SWG undertaking, all inputs, analyses, assessments and consultations required to support the SWG business;
  - preparation of monthly updates to the Panel on the activities undertaken by the SWG.

## 4. Confidentiality and Disclosure

Given the potential sensitive nature of work of the SWG, agenda items, papers and discussions will be assigned an information sharing level of either WHITE, GREEN, AMBER or RED, as per the [SEC Panel Information Policy](#). As an SWG 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 SWG Chair has invited to attend a meeting of the SWG will also be asked to sign the Confidentiality and Disclosure Agreement but will only be permitted to attend the SWG during discussions on agenda items relevant to their organisation.

SWG Members who breach the rules of the confidentiality and disclosure provisions under any information sharing level may have their SWG membership ceased.

## 5. Review

The Terms of Reference, membership and operation of the SWG 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 approved solely by the SEC Panel.

All defined terms have the same meaning as that which is attributed to them in the SEC.

## APPENDIX A

### Confidentiality and Disclosure Agreement

I, the undersigned, have read and understood the Strategic Working Group Terms of Reference.

I understand that I am required to comply with the confidentiality and disclosure obligations in respect of each of the four information sharing levels (WHITE, GREEN, AMBER and RED), as set out in the Terms of Reference.

I understand that I must declare any conflict of interest that I have in writing to the SWG 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 SWG Terms of Reference) I may be excluded from the Strategic Working Group.

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:

Signature:

Date:

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Dated: (16/01/2021)